

0150-09423-0006

**TRANSMITTAL**

TO The Council	DATE AUG 01 2012	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT

**Contract with CelPlan Technologies, Inc.  
for a Wireless Camera Surveillance System – 77<sup>th</sup> Area**

Approved and transmitted for further processing.  
See the City Administrative Officer report attached.

  
MAYOR

MAS:JLK:04130007ct

# Report From OFFICE OF THE CITY ADMINISTRATIVE OFFICER Analysis of Proposed Contract

Contracting Department/Bureau: Police Department			Date: 07-31-12		CAO File No.: 0150-09423-0006		
Reference: Letter from the Board of Police Commissioners dated June 7, 2012; referred for report June 13, 2012.							
Purpose of Contract: To provide a wireless camera surveillance system in the 77 <sup>th</sup> Area							
Type of Contract: (X) New contract ( ) Amendment				Contract Term Dates: Three years from the date of execution with two one-year renewal options			
Contract/Amendment Amount: Proposed amount \$200,000 + Prior award(s) \$0 = Total \$200,000							
Source of funds: \$165,000 from the Urban Development Action Grant and \$35,000 from AB 1290							
Name of Contractor: CelPlan Technologies, Inc.							
Contractor Address: 1897 Preston White Drive, 3 <sup>rd</sup> Floor, Reston, VA 20191							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			A. Equal Employment. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			B. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			C. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			D. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			E. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts Included	X						
7. Workforce that resides in the City: 0%				*N/A = not applicable ** Contracts over \$100,000			

## COMMENTS

On October 20, 2008, the Los Angeles Police Department (LAPD) issued a Request for Proposals (RFP) to implement a wireless camera surveillance system for the Department's Valley Bureau (RFP No. 07-567-007). CelPlan Technologies, Inc. submitted a proposal and was selected by the LAPD to provide services as described in the RFP as approved by the Board on July 28, 2009. On July 31, 2009, the City Council approved the transfer of \$360,000 from the Community Redevelopment Agency (Agency) to the LAPD to purchase and install wireless security cameras in and around the Earthquake Disaster Assistance Project for portions of the Council District Seven Redevelopment Project Area (CD7RPA) (C.F. 08-1647-S1). The original contract did not include provisions for the Department to expand the installation of wireless cameras into other geographic areas, so the Department is now requesting authority to execute a professional services agreement with CelPlan Technologies, Inc. for the installation of a wireless camera surveillance system in and around Harvard Park located in the 77<sup>th</sup> Area. The total amount of compensation under this contract is not to exceed \$200,000.

On February 24, 2012, the Council approved a motion to transfer funds in the amount of \$165,000 from the Urban Development Action Grant (C.F. 12-0202). On May 1, 2012, the Council approved a second motion to transfer an additional \$35,000 from AB 1290 to complete funding for the Harvard Park project, for a total amount of \$200,000 available for the project. The Office of the City Attorney has approved the contract as to form.

		
J.L.K. Analyst 04130007d	Assistant CAO	City Administrative Officer

## **RECOMMENDATION**

That the Mayor authorize the Chief of Police, or designee, to amend the execute a professional services agreement with CelPlan Technologies, Inc. for the installation of a wireless camera surveillance system in the 77<sup>th</sup> Area, subject to the review and approval by the City Attorney as to form and legality.

## **FISCAL IMPACT STATEMENT**

There will be no impact to the General Fund. Approval of this contract complies with the City's Financial Policies in that all one-time expenses are funded through one-time appropriations.

Attachment

LOS ANGELES POLICE COMMISSION

BOARD OF  
POLICE COMMISSIONERS

RICHARD DROOYAN  
PRESIDENT

JOHN W. MACK  
VICE PRESIDENT

ROBERT M. SALTZMAN  
DEBRA WONG YANG

MARIA SILVA  
COMMISSION EXECUTIVE ASSISTANT I



ANTONIO R. VILLARAIGOSA  
MAYOR

RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE  
INSPECTOR GENERAL

EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

June 7, 2012

RPC #12-0249

The Honorable Antonio Villaraigosa  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND CELPLAN TECHNOLOGIES, INC. FOR A WIRELESS CAMERA SURVEILLANCE SYSTEM – 77<sup>TH</sup> AREA

At the regular meeting of the Board of Police Commissioners held Tuesday, June 5, 2012, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

*Maria Silva*

MARIA SILVA  
Commission Executive Assistant

Attachment

c: Chief of Police

BPC #12-0249  
8-2  
C

INTRADEPARTMENTAL CORRESPONDENCE

May 16, 2012

1.17

**TO:** The Honorable Board of Police Commissioners

**FROM:** Chief of Police

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
LOS ANGELES AND CELPLAN TECHNOLOGIES, INC. FOR A WIRELESS  
CAMERA SURVEILLANCE SYSTEM – 77<sup>th</sup> AREA

**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Agreement with Celplan Technologies, Inc.
2. That the Board TRANSMIT the Agreement to the Office of the Mayor for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

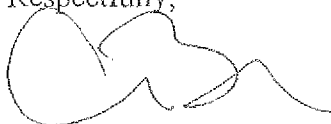
**DISCUSSION**

On October 20, 2008, the Los Angeles Police Department issued a Request for Proposals (RFP) to implement a wireless camera surveillance system for the Department's Valley Bureau and other geographical Areas as funding was identified (RFP No. 07-567-007). CelPlan submitted a proposal and was selected by the Department to provide services as described in the RFP. On February 24, 2012, the City Council approved Councilmember Parks' Motion to transfer funds in the amount of \$165,000 from the Urban Development Action Grant for the purchase and installation of security cameras in and around Harvard Park in 77<sup>th</sup> Area (C.F. 12-0202). Similarly, on May 1, 2012, the City Council approved Councilmember Parks' Motion to transfer an additional \$35,000 from AB 1290 to complete funding for the Harvard Park project, for a total amount of \$200,000 available for the project.

The Office of the City Attorney has approved the attached contract as to form and legality.

If you have any questions regarding this matter, please contact Chief Information Officer Maggie Goodrich, Commanding Officer, Information Technology Bureau, at (213) 486-0370.

Respectfully,



CHARLIE BECK  
Chief of Police

Attachments

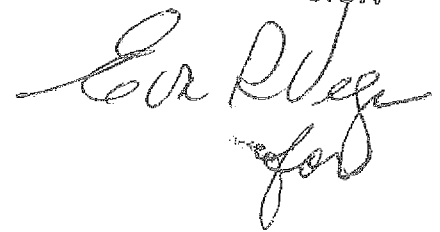
BOARD OF  
POLICE COMMISSIONERS  
Approved June 5, 2012  
Secretary Maria Silva

INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED

MAY 30 2012

POLICE COMMISSION



May 11, 2012  
1.17

**TO:** Chief of Police

**FROM:** Commanding Officer, Information Technology Bureau


**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
LOS ANGELES AND CELPLAN TECHNOLOGIES, INC. FOR A WIRELESS  
CAMERA SURVEILLANCE SYSTEM – 77<sup>TH</sup> AREA

It is recommended that the Chief of Police review, approve and transmit to the Board of Police Commissioners the attached Professional Services Agreement between The City of Los Angeles and Celplan Technologies, Inc. for a Wireless Camera Surveillance System in 77<sup>th</sup> Area. It is also requested that subject to Mayoral review and approval, the Chief of Police execute the Agreement.

On October 20, 2008, the Los Angeles Police Department issued a Request for Proposals (RFP) to implement a wireless camera surveillance system for the Department's Valley Bureau and other geographical Areas as funding was identified (RFP No. 07-567-007). CelPlan submitted a proposal and was selected by the Department to provide services as described in the RFP. On February 24, 2012, the City Council approved Councilmember Parks' Motion to transfer funds in the amount of \$165,000 from the Urban Development Action Grant for the purchase and installation of security cameras in and around Harvard Park in 77<sup>th</sup> Division (C.F. 12-0202). Similarly, on May 1, 2012, the City Council approved Councilmember Parks' Motion to transfer an additional \$35,000 from AB 1290 to complete funding for the Harvard Park project, for a total amount of \$200,000 available for the project.

The Office of the City Attorney has approved the attached contract as to form and legality.

If you have any questions regarding this matter, please contact me at (213) 486-0370.



MAGGIE GOODRICH, Chief Information Officer  
Commanding Officer  
Information Technology Bureau

Attachments

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

JUNE LAGMAY  
City Clerk

HOLLY L. WOLCOTT  
Executive Officer

When making inquiries relative to  
this matter, please refer to the  
Council File No.

Office of the  
CITY CLERK

Council and Public Services  
Room 395, City Hall  
Los Angeles, CA 90012  
General Information - (213) 978-1133  
Fax: (213) 978-1040

SHANNON HOPPE  
Council and Public Services  
Division

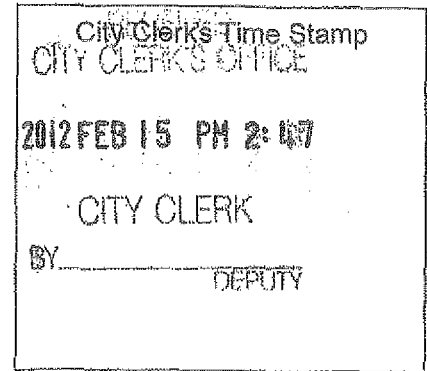
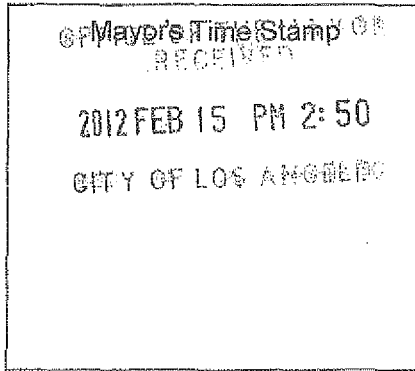
[www.cityclerk.lacity.org](http://www.cityclerk.lacity.org)

February 24, 2012

To All Interested Parties:

The City Council adopted the action(s), as attached, under Council  
File No. 12-0202, at its meeting held FEBRUARY 14, 2012.

City Clerk  
OS



SUBJECT TO THE MAYOR'S APPROVAL

COUNCIL FILE NO. 12-0202

COUNCIL DISTRICT 8

COUNCIL APPROVAL DATE FEBRUARY 14, 2012

RE: USE OF URBAN DEVELOPMENT ACTION GRANT (UDAG) FUNDS FOR THE PURCHASE AND  
INSTALLATION OF SECURITY CAMERAS IN AND AROUND JACKIE TATUM/HARVARD PARK

LAST DAY FOR MAYOR TO ACT FEB 27 2012  
(10 Day Charter requirement as per LAAC Section 14.7)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR USE ONLY

APPROVED

\*DISAPPROVED BY

\*Transmit objections in writing  
pursuant to LAAC Section 14.7

DATE OF MAYOR APPROVAL OR DISAPPROVAL

FEB 23 2012

MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
2012 FEB 24 AM 9:24  
CITY CLERK  
BY \_\_\_\_\_ DEPUTY



12-0202

CD 8

FEB 07 2012

# MOTION

## BUDGET & FINANCE

Located in Council District Eight, Harvard Park, an approximately one-half square mile neighborhood with over 10,000 residents, is one of the highest density neighborhoods in both the City and County of Los Angeles. Jackie Tatum Park, located in the center of the Harvard Park, consists of several athletic fields, a brand new skate park, an aquatic facility, and the Jackie Tatum/Harvard Recreation Center.

Being a very large facility that offers dozens of year-round recreation activities for adults and children, the community would like the park and the surrounding neighborhood to be safe for visitors and residents. Although the City has taken steps to improve the park, including the construction of the 10,000 square foot skate plaza, crime in the park that moves into the surrounding Harvard Park neighborhood has worsened.

To attempt to suppress illegal activity that occurs in the park on a daily basis, Council District Eight would like to use \$165,000 in Urban Development Action Grant (UDAG) funds for the purchase and installation of security cameras in and around the park. The Los Angeles Police Department 77<sup>th</sup> Division will be able to monitor the cameras.

I THEREFORE MOVE that Council instruct the General Manager, Community Development Department, to allocate \$165,000 to the Los Angeles Police Department for the purchase and installation of security cameras in and around Jackie Tatum/Harvard Park.

I FURTHER MOVE that the Controller be authorized to:

1. Establish new account 22H170 Police and appropriate \$165,000 within Fund No. 356 UDAG Miscellaneous; and
2. Appropriate \$165,000 within Fund No. 100/70 Account 003040 Contractual Services.

I FURTHER MOVE that the Chief Legislative Analyst be authorize to make technical adjustments to further the intent of this action.

**ADOPTED**

FEB 14 2012

LOS ANGELES CITY COUNCIL

PRESENTED BY

BERNARD C. PARKS  
Councilmember, 8<sup>th</sup> District

FEB 7 2012

SECONDED BY

*[Signature]*

ang

MAYOR WITH FILE

ORIGINAL

TO BE ON NEXT  
TO BE POSTED

#51

## MOTION

The Council District AB1290 Fund provides funding for redevelopment and community services in various Council Districts.


The Police Department is coordinating the purchase and installation of security cameras in and around Jackie Tatum Park pursuant to a Council Action on February 24, 2012 (CF 12-0202). Additional funding is needed to complete the project. This effort is of special benefit for the residents of the City and for CD-8 and deserves financial assistance from the City.

Sufficient funds are available in the CD-8 portion of the Council District AB 1290 Fund for this purpose.

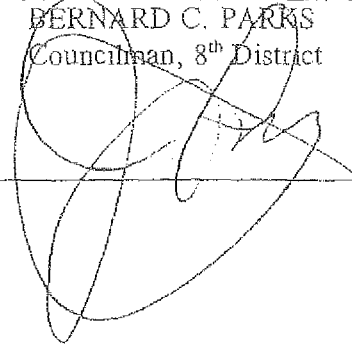
I THEREFORE MOVE that \$35,000 in the AB1290 Fund No. 53P, Account No. 281208 (CD 8 Redevelopment Projects - Services) be transferred / appropriated to the Police Fund No. 100-70, Account No. 3040 (Contractual Services) for the purchase and installation of security cameras in and around Jackie Tatum Park in Council District 8.

I FURTHER MOVE that the City Clerk be authorized to make any technical corrections or clarifications to the above instructions in order to effectuate the intent of this Motion.

PRESENTED BY:

  
BERNARD C. PARKS  
Councilman, 8<sup>th</sup> District

SECONDED BY:



ak

APR 24 2012

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: CELPLAN TECHNOLOGIES, INC.

TITLE: LAPD WIRELESS CAMERA SURVEILLANCE SYSTEM -  
77<sup>th</sup> AREA

CITY CONTRACT No. \_\_\_\_\_

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### ATTACHMENTS:

Attachment A – Standard Provisions For City Contracts (rev. 03/09)

Attachment B – Statement of Work

Appendix A – Project Schedule

Attachment C – Deliverable and Payment Schedule

Attachment D – 77th Area Station – System Design Document

Attachment E – List of Key Contractor Personnel

Attachment F – Sample Project Change Authorization Form

**AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CELPLAN TECHNOLOGIES, INC.**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter "City", acting by and through the Los Angeles Police Department, hereinafter the "Department" or "LAPD", and CelPlan Technologies, Inc., hereinafter "Contractor."

RECITALS

WHEREAS, LAPD has a desire to implement a wireless camera surveillance system; and

WHEREAS, Contractor submitted a proposal in response to Department's October 20, 2008 Request for Proposals (RFP No. 07-567-007); and

WHEREAS, City evaluated all of the responses submitted to said RFP and found that the Contractor's proposal was the most advantageous to the City; and

WHEREAS, The Board of Police Commissioners approved, on July 28, 2009, the recommendation by staff of the selection of Contractor; and

WHEREAS, the parties hereto wish to enter into an Agreement with Contractor to provide professional services to implement the wireless camera surveillance system in the Department's 77th Area pursuant to the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature.

NOW, THEREFORE, in consideration of the above premises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

## SECTION 1 INTRODUCTION

### 1.0 Parties to the Agreement and Representatives

#### 1.1 The parties to this Agreement are:

- A. City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Police Department having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. Contractor, CelPlan Technologies, Inc., a Virginia corporation, having its principal office at 1897 Preston White Dr., Reston, Virginia 20191.

#### 1.2 Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
- B. The representative of the City shall be, unless otherwise stated in the Agreement:

Charlie Beck, Chief of Police  
Los Angeles Police Department  
100 West First Street, 10<sup>th</sup> Floor  
Los Angeles, CA 90012

With copies to:

Maggie Goodrich, Commanding Officer  
Information Technology Bureau  
Los Angeles Police Department  
100 West First Street, Suite 842  
Los Angeles, CA 90012  
(213) 486-0353

The representatives of Contractor shall be:

Leonhard Korowajczuk, CEO / CTO  
1897 Preston White Dr., 3<sup>rd</sup> Floor  
Reston, VA 20191  
(703) 259-4022  
[leonhard@celplan.com](mailto:leonhard@celplan.com)

And:

Jasper Bruinzeel, VP Marketing & Sales  
1897 Preston White Dr., 3<sup>rd</sup> Floor  
Reston, VA 20191  
(760) 274-4214  
[jasper@celplan.com](mailto:jasper@celplan.com)

- C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) working days of said change.

## SECTION 2 TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

### 2.1 Term of Agreement

The term of this Agreement shall commence upon execution by all parties to the Agreement and end three (3) years thereafter, subject to the termination provisions herein. At the discretion of the Department, the Chief of Police may extend the term of this Agreement for two (2) additional one-year periods, subject to the availability of funds and satisfactory performance by the contractor.

### 2.2 Statement of Work to be Performed

- A. During the term of this Agreement, Contractor shall provide the Services, implement the tasks, and provide the Deliverables identified herein and in Attachment B, Statement of Work ("SOW"), and Attachment C, Deliverable and Payment Schedule. For project design details not specifically described in the SOW, Attachment D to this Agreement, 77th Area Station - System Design Document, Reference Number LOS100628 Revision 3, shall apply.
- B. All work, tasks, and Deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 5, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of



Services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Attachments.

- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 8, Amendments and Change Requests, of this Agreement. Prior to performance of additional work, this Agreement will be amended or a Project Change Authorization order issued, whichever is appropriate, to include the additional work and payment therefor.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished by a Project Change Authorization order executed in accordance with Section 8, Amendments and Change Requests, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

### **2.3 Final Report Acceptance and Approval**

- A. Upon completion of all tasks, Services and Deliverables set forth in this Agreement, including Attachment B, Statement of Work, all amounts withheld for the Wireless Camera Surveillance System ("System") Deliverables shall be paid to Contractor within thirty (30) calendar days after City's written approval of Contractor's Notice of System Completion. The City's approval of the Notice of System Completion shall be issued by the City in accordance with this Section and after the Contractor has met the requirements for System completion established in this Section. City's review of the System's acceptability shall include, but is not limited to testing and accepting or rejecting the system, confirming that the system meets the requirements as specified in Attachment B, Statement of Work, of this Agreement.
- B. Upon completion of the System, Contractor must provide City with a System Acceptance Test Report and Notice of System Completion for the System, certifying that:
  - 1. Contractor has completed all work as set forth in this Agreement, including all Attachments, related to the completed System, with the exception of System equipment warranty and System maintenance and support services required pursuant to this Agreement.

2. Contractor has provided Deliverables to City that meet the requirements set forth in this Agreement and Attachment B, Statement of Work, for the System which Contractor seeks Final System Acceptance; and
  3. Contractor has complied with all of the terms and conditions of this Agreement applicable to the completed System.
- C. City shall either approve/sign or reject Contractor's Notice of System Completion. If City approves Contractor's Notice of System Completion, it shall constitute formal acceptance of all of Contractor's tasks, services, and Deliverables related to the completed System for which the Final System Acceptance was provided.

If City rejects Contractor's Notice of System Completion, City shall issue within fifteen (15) days, a Notice of System Rejection specifying the reasons for such rejection. City and Contractor shall meet immediately, but in no event later than ten (10) business days after City issues the Notice of System Rejection, to discuss the reasons for rejecting the system. Contractor shall develop and have available at this meeting, a detailed plan identifying the specific actions to be taken by Contractor to address the issue(s) identified in the Notice of System Rejection.

If the City and the Contractor cannot agree on the resolution of issues necessary for City's approval of Contractor's Notice of System Completion, such differences shall be resolved in accordance with Section 10, Disputes, of this Agreement.

The City must approve Contractor's Notice of System Completion to begin the 1-year equipment warranty and system maintenance period as described in Attachment B, Statement of Work.

- D. The Contractor shall have fulfilled its obligations under this Agreement, when the Contractor accomplishes all the tasks described in Attachment B, Statement of Work; completed all deliverables listed in Attachment C, Deliverable and Payment Schedule; the City has issued final acceptance and approval in writing; and Contractor has completed its 1 year maintenance of the system.

## **2.4 City Use of Deliverables**

If City determines that a Deliverable, or any part thereof, requires correction prior to Final Acceptance, City has the absolute right to use the Deliverable until such time as Contractor can remedy the identified deficiency.

## **2.5 Survival of Provisions**

The provisions of Section 2 shall survive termination of this Agreement.

## **SECTION 3 PERSONNEL**

### **3.1 Key Personnel**

#### **A. Project Manager**

Contractor shall assign a full-time project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing wireless surveillance systems.

#### **B. Staff Size**

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with Section 2.2, Statement of Work to be Performed.

#### **C. Identification of Key Personnel**

Key Contractor personnel to be assigned to this Agreement are identified in Attachment E, List of Key Contractor Personnel. Key Contractor personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

#### **D. City considers the services of Contractor's Key Personnel listed in Attachment E, List of Key Contractor Personnel, essential to Contractor's performance under this Agreement. Contractor shall not reassign any key personnel without City's prior written consent. City shall have the right to approve or disapprove the reassignment of Contractor key personnel listed in Attachment E for any reason at its sole discretion. Notwithstanding the above, City's consent for removal/reassignment of Contractor's Key Personnel shall not be required when such Key Personnel: 1) is dismissed by Contractor for misconduct; 2) fails, in Contractor's sole discretion, to perform his or her duties and responsibilities pursuant to this Agreement; or 3) is unable to work.**

### **3.2 Changes in Key Personnel**

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

### **3.3 Subcontractors**

#### **A. Subcontracts/Joint Participation Agreements**

With prior written approval of Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and Department or any obligation on the part of Department to pay, or to be responsible for the payment of, any sums to any subcontractors.

#### **B. Provisions Bind on Subcontracts**

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, Department will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

### **3.4 Reference Checks**

To the extent permitted by applicable law, the City may conduct reference checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct reference checks. The City may request changes to Contractor personnel pursuant to Section 3.2 of this Agreement in response to reference check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any reference checks confidential in accordance with the provisions of Section 11, as permitted by applicable law.

## **SECTION 4 ACCESS TO CITY FACILITIES**

### **4.1 Access To City Facilities**

- A. City shall provide Contractor access to City facilities and personnel during City business hours. City generally recognizes all State of California and National holidays.
- B. In instances where Contractor requires access to City facilities and personnel during off-hours, Contractor shall provide City with forty-eight

(48) hours notice prior to each requested access. Each such request shall be subject to approval by City.

- C. Subject to availability and the discretion of City, City will provide the following for the Contractor project team while the Contractor project team is working on City premises:
  - 1. Suitable office space, office supplies, furniture, telephone and other facilities.
- D. If City makes software, hardware, networks or other resources available to Contractor, City is responsible for obtaining any licenses or approvals related to such resources that may be necessary for Contractor or its subcontractors to perform the Services, including the development of any Deliverables. Contractor will be relieved of its obligations to the extent City's failure to promptly obtain such licenses or approvals adversely affect Contractor's ability to perform its obligations.

## **SECTION 5 COMPENSATION AND METHOD OF PAYMENT**

### **5.1 Compensation and Method of Payment**

- A. City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Two Hundred Thousand Dollars (\$200,000), including state and local taxes. The foregoing payment represents the total compensation to be paid by City to Contractor for services to be performed as designated in this Agreement.
- B. Contractor must notify Department within five (5) days when eighty percent (80%) of the maximum compensation has been reached.
- C. Ten percent (10%) of the compensation for Services shall be withheld by City until City has issued its written notice of final system acceptance under Section 2.3 of this Agreement.
- D. It is understood that City makes no commitment to fund this Agreement beyond the terms set herein. City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement, and City's obligations hereunder, is limited to the amount stated in Section 5.1(A). If City appropriates additional funds for this Agreement, City's payment obligations may be expanded to the extent of such appropriation(s), subject to the terms and

conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. Contractor shall not provide any Services, goods or equipment, and City shall not pay for any Services, goods or equipment provided in excess of the funds appropriated by City for this Agreement.

- E. The prices reflected in Attachment C, Deliverable and Payment Schedule, include any applicable discounts.

## 5.2 Invoices

- A. A statement detailing the deliverable completed must accompany each invoice. Funds shall not be released until City has accepted and approved the equipment or services (Deliverable(s)) received according to Attachment B, Statement of Work and according to the procedures in this Section. The payments to Contractor shall thereafter be made upon submission of detailed invoices as follows:

1. An original invoice, on Contractor's letterhead and signed by the Project Manager and/or Fiscal Manager for Contractor shall be delivered to the authorized representative for City within fifteen (15) calendar days after acceptance of each Deliverable listed in Attachment C, Deliverable and Payment Schedule. Contractor must include the following information on each invoice:

- Date of invoice
- Invoice number
- Agreement number
- Date and description of equipment and services provided
- Amount of invoice
- Taxes

2. Invoices will be submitted in accordance with the schedule set forth in Attachment C, Deliverable and Payment Schedule, and are due upon receipt of equipment deliverables or acceptance by the City of service deliverables. City payments to Contractor shall be paid within 30 days after receipt by City; provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice, or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval. City shall pay all undisputed portions of invoices in accordance with this Section.

B. Invoices shall be submitted to:

Maggie Goodrich, Commanding Officer  
Information Technology Bureau  
Los Angeles Police Department  
100 West First Street, Room 842  
Los Angeles, CA 90012

## **SECTION 6 WARRANTIES**

### **6.1 Services Warranty**

Contractor warrants that it performs each Contractor service using reasonable care and skill and according to the current description contained in Attachment B, Statement of Work.

### **6.2 System Component and Equipment Warranty**

Contractor warrants that each item of Contractor system components/equipment, including hardware and specially-manufactured system equipment, collectively "hardware," is free from defects in materials and workmanship and conforms to its Specifications.

The warranty period for Contractor's hardware will commence upon City's written approval of Contractor's Notice of System Completion. During the warranty period, Contractor shall provide repair and exchange services for said hardware, without charge. If hardware does not function as warranted during the warranty period and Contractor is unable to either 1) repair it or 2) replace it with one that is at least functionally equivalent, City may return it to Contractor at cost of Contractor and City's money will be refunded.

### **6.3 Survival of Provisions**

The provisions of Section 6 shall survive termination of this Agreement.

## **SECTION 7 SUSPENSION AND TERMINATION**

### **7.1 Suspension**

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

## **7.2 Termination for Convenience**

- A. The City may terminate this Agreement or any part hereof for convenience upon giving the Contractor at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All completed Deliverables, or portions thereof, prepared by Contractor under this Agreement shall be delivered to City.
- C. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc), Contractor shall provide to City copies of all materials related to completed Deliverables specified in this Agreement.
- D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

## **7.3 Termination for Cause**

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days notice. If, after City has given notice of termination under the provisions of this Section 7.3, it is determined by City that Contractor was not in default, or that the default was



excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 7.2.

#### **7.4 Notices of Suspension or Termination**

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

### **SECTION 8 AMENDMENTS AND CHANGE REQUESTS**

#### **8.1 Amendments**

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with Section 7.2 above.

#### **8.2 Change Requests**

##### **A. City Technical Change Requests**

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 2.2, Statement of Work to be Performed, of this Agreement. A "change," as that term is used in this Section means technical or other adjustments made within the Statement of Work to be Performed, and consistent with Section 2.2 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 5.1(A) of this Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

**B. Change Proposal**

Within ten (10) calendar days following Contractor's receipt of City's written Change Request, Contractor shall prepare and deliver to City a written statement that includes the following:

1. Total cost of the change;
2. Schedule impact of the change for current and subsequent Deliverables;
3. Impact of the change on any other part of this Agreement;
4. Estimated California Sales Tax impact, if any;
5. The period of time for which such statement is valid, but not less than sixty (60) days; and
6. City contract number and date of contract.

**C. Method of Agreement to Changes**

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a Project Change Authorization, Attachment F, specifying the change to be made and all of the particulars set forth in Section 8.2(B) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Attachments hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 10, Disputes, of this Agreement.

**SECTION 9  
SUCCESSORS AND ASSIGNS**

**9.1 Contractor's Successors and Assigns**

All indemnifications and warranties provided by Contractor pursuant to this Agreement shall be assumed by and binding upon Contractor's successors and assigns.

## **9.2 Survival of Provisions**

The provisions of this Section 9 shall survive termination of this Agreement.

## **SECTION 10 DISPUTES**

### **10.1 Disputes**

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

## **SECTION 11 CONFIDENTIALITY**

### **11.1 Confidentiality of Department Information**

Unless otherwise required by applicable law, all material that either party makes available to the other in connection with carrying out this Agreement and that is either marked with a restrictive legend of the discloser or if not marked with such legend or is disclosed orally, is identified as confidential at the time of disclosure ("Confidential Information") shall be protected by the receiving party using the same care and discretion to avoid disclosure, publication or dissemination of the disclosing party's Confidential Information as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate. The ideas, concepts, knowledge, or techniques, developed during the course of this Agreement by the Contractor, by the City or jointly by the Contractor and the City, in furnishing assistance under this Agreement, can be used by either party in any way it may deem appropriate. Nothing contained herein shall require either party to hold in confidence any ideas, knowledge, concepts or techniques.

In addition, neither party shall be required to keep confidential any data which is or becomes publicly available, is already in the receiving party's possession without obligation of confidentiality, is independently developed by the receiving party outside the scope of this Agreement, or is rightfully obtained from third parties. Confidential material shall be held in confidence for five (5) years from the date of disclosure, unless a longer time period is required by law or statute, without the possibility of contractual waiver. The recipient of Confidential Information may disclose the Confidential Information to the extent required by law. However, the recipient will give the other party prompt notice to allow such other party a reasonable opportunity to obtain a protective order.

## **SECTION 12 ENTIRE AGREEMENT**

### **12.1 Complete Agreement**

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

### **12.2 Number of Originals and Attachments**

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Attachments A-F listed below are incorporated herein by this reference:

Attachment A – Standard Provisions For City Contracts (rev. 03/09)

Attachment B – Statement of Work

Attachment C – Deliverable and Payment Schedule

Attachment D – 77<sup>th</sup> Area Station - System Design Document

Attachment E – List of Key Contractor Personnel

Attachment F – Sample Project Change Authorization Form

### **12.3 Order of Precedence**

In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

- 1) This Agreement between the City of Los Angeles and Celplan Technologies, Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 3/09)
- 3) Attachment B, Statement of Work

- 4) Attachment C, Deliverable and Payment Schedule
- 5) Attachment D, 77th Area Station – System Design Document

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

CELPLAN TECHNOLOGIES, INC.

By: \_\_\_\_\_  
CHARLIE BECK  
Chief of Police

By:   
LEONHARD KOROWAJCZUK  
CEO / CTO

Date: \_\_\_\_\_

Date: 3/30/12

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

(2<sup>nd</sup> Corporate Officer)

By: \_\_\_\_\_  
TERRY MARTIN-BROWN  
Assistant City Attorney

By:   
ELIANI KOROWAJCZUK  
Financial Director

DATE: \_\_\_\_\_

DATE: 3/30/2012

ATTEST:

JUNE LAGMAY, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

City Business Tax Registration Certificate (BTRC) Number: 0002493584-0001-7

Internal Revenue Service Taxpayer Identification Number: 54-1766195

Agreement Number \_\_\_\_\_

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ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS  
(REVISED 03/09)

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# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. TIME OF EFFECTIVENESS**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

#### **PSC-12. CONTRACTOR'S PERSONNEL**

Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-14. PERMITS**

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. BONDS**

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.



**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.



**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER  
RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

#### **PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

**CONTRACTOR AGREES THAT:**

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limit prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

### Exhibit 1 (Continued)

#### Required Insurance and Minimum Limits

Name: CelPlan Technologies, Inc. Date: 2/10/2012

Agreement/Reference: Wireless Camera Surveillance System – 77th Area

Evidence to coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	\$1,000,000
<input checked="" type="checkbox"/> Products/Completed Operations	
<input checked="" type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/> Sexual Misconduct	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$1,000,000
<input type="checkbox"/> Professional Liability (Errors and Omissions)	\$
<input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)	\$
<input type="checkbox"/> All Risk Coverage	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/>	
<input type="checkbox"/> Pollution Liability	\$
<input type="checkbox"/>	
<input checked="" type="checkbox"/> Surety Bond – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
<input type="checkbox"/> Crime Insurance	\$

Other: Auto Liability in compliance with the financial responsibility laws of the State of California

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\_\_\_\_\_

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ATTACHMENT B

STATEMENT OF WORK

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## Attachment B

### STATEMENT OF WORK

The scope of the project is the materials procurement and implementation services for the wireless camera surveillance system for 77th Area – Harvard Park Project ("System"). This Statement of Work (SOW) defines the scope of work to be accomplished by the Contractor under the terms and conditions of this Agreement. The responsibilities of the Contractor and the City are defined and a preliminary Project Schedule is provided.

For project design details not explicitly covered in this SOW, Attachment D, 77th Area Station – System Design Document, Reference Number LOS120118 Revision 1 ("Design Document"), shall apply. Where information contained in the Design Document contradicts terms of this SOW, this SOW takes precedence. Changes to this SOW, including pole locations for cameras and camera enclosure designs, will be governed by Section 8.2, Change Requests, of this Agreement. It is understood by both parties that the specified design and costing is based on the assumption that poles and other mount locations as specified in the Design Document will be available for the project. If changes become necessary, a change request will need to be processed accordingly. The pole locations are listed in Section I.C of this SOW. Camera enclosure design is described in detail in the Design Overview. There are no City permitting costs for pole installation.

#### I. Services to be Provided

##### A. Responsibilities of the Contractor

1. Provide a conferencing bridge for meetings.
2. Perform site survey, design network solution, and provide the System design documentation as needed. A hard copy and soft copy of the deliverable will be provided to the City's Project Manager.
  - a. Work with a team of selected City staff from LAPD and Information Technology Agency ("ITA"), as appropriate, in all technical and operational issues of the design and integration of the System's wireless network, hardware, and software.
  - b. CelPlan is responsible for obtaining necessary permits for other radio installations, including those needed for added equipment on any communication tower (e.g. 77th Area station) and will pay all such permitting costs. CelPlan shall provide all necessary documentation and plans, including "A & E" drawings and other design information, as needed. All

## Attachment B

drawings will be provided/released in a modifiable electronic format to the City for future documentation.

3. Provide equipment, in accordance with Attachment C. However, Contractor will not be responsible for replacing or reinstalling equipment damaged due to misuse, mishandling, vandalism, accidents, natural disaster or any other event that is not a result of Contractor's own negligent acts or omissions. Contractor's release from liability of willful acts of others applies regardless of whether the City has approved Contractor's Notice of System Completion in writing.
  - a. Added Pivot3 device will be equipped with UPS to guarantee continued operation even in case of power failure and graceful shutdown.
4. Software provided will suit the design and integration of the System.
5. Provide installation services for System wireless and camera equipment on the required communications tower, building rooftops and poles, based on the System design in the Design Document, Attachment D. Equipment will be installed on these structures with power connections assured and provided by the City. See Section I.C for camera locations.
6. Monitor/Control room equipment including server equipment will be installed to an existing power outlet at 77th Area station based on the System design.
7. System configuration, integration, optimization and testing of the System, including servers, software, wireless components, and cabling for hard wire connection into the LAPD infrastructure and facilities. Contractor will also provide commissioning services (including the wireless network, cameras and video management system components).
  - a. Contractor will work with the City of Los Angeles Information Technology Agency and LAPD for frequency coordination for the 4.9 GHz spectrum range, including providing any necessary information for City forms required for this process.
  - b. The system will be optimized to be compliant with Homeland Security Presidential Directive-5.

## Attachment B

- c. Remote access to the video system will be ensured for locations with secure connection access to the City's network. Such access will be in accordance with the City's security protocols.
  - d. The system will provide for priority scheduling between users accessing the same camera, regardless of the number of users and the video server will use IP Multicast to avoid overloading of the network and server.
  - e. The Genetec operating system shall allow for future integration with other remote type management solutions.
  - f. The storage architecture accommodates for central storage in a RAID5 configuration. The central storage configuration can accommodate over 30 days of footage (15 GB per camera per day is assumed), in addition to 5-year archival storage capacity (transfer rate from 30-day buffer to archival storage of 10 minutes of footage per camera per week is assumed).
8. For service deliverables number 16-27 listed on Attachment C, Deliverables and Payment Schedule, Contractor will verify successful installation in compliance with the following procedure:
- a. City and Contractor will jointly create a list of completion criteria ("checklist") for each deliverable.
  - b. Contractor will ensure all completion criteria are completed, document the steps taken to verify each criterion and provide the City the checklist summarizing the verification results for approval/sign-off.

Only upon issuance of City's written approval of each installation may Contractor submit to the City an invoice for the installation deliverable.

9. Conduct Final System Acceptance Testing in accordance with Section 2.3, Final System Acceptance and Approval, of this Agreement. A Final System Acceptance Testing Plan will be created jointly by Contractor and the City before commencing this project phase and will describe the steps to verify that the System satisfies the system requirements. The Plan will describe how to set up the test and acceptable system behaviors in such a way that it can be determined whether the System performed according to plan.

## Attachment B

- a. The Final System Acceptance Testing Plan will include a list of system acceptance criteria required for the City to accept the System.
- b. Contractor and the City will ensure all system acceptance criteria are completed, documenting the steps taken to verify each criterion. Criteria failing testing will be resolved by the Contractor in consultation with the City.
- c. When all system acceptance criteria are tested and completed, Contractor will provide the City with a written Final System Acceptance Test Report and Notice of System Completion for the City to approve/sign off.
- d. If the City rejects the Contractor's Notice of System Completion, Contractor shall meet with the City to discuss said notice and identify specific actions to be taken to address the issue(s) identified in the City's Notice of System Rejection.

Contractor will provide the City system acceptance documentation and drawings. A hard copy and soft copy of the deliverable will be provided to the City's Project Manager.

Only upon approval of Contractor's Notice of System Completion will the System Maintenance and Equipment Warranty period commence.

10. Provide a single training session composed of operational and system administrator instruction to 20 City staff, in a form approved by LAPD. Contractor must provide System installation training and relevant guides/owner's manuals in hard copy and soft copy format (hardcopy provided in single copy for individual documents of less than 100 pages).
  - a. Contractor will instruct a select group on how to move camera locations without technical assistance.
  - b. Training will include a demonstration on how officers can produce a portion of captured video to present as evidence in a court proceeding using the back office software.
11. Provide System maintenance for three (3) years commencing after City approves the Notice of System Completion.

## Attachment B

- a. Maintenance includes on-site corrective services and tools (e.g. bucket truck, drive-test diagnostic tool).
- b. Maintenance includes a mandatory 6-month support period with up to 20 hours of remote phone support, design support and trouble-shooting support.
- c. As part of the maintenance plan, Contractor will provide an equipment warranty for 1 year on all components provided under this Agreement commencing after City approves Contractor's Notice of System Completion.

### B. Responsibilities of the City

1. Support pole approval for camera enclosures and permitting process. Specifically, the City will assess the poles identified by Contractor to determine whether the poles can support Contractor's proposed equipment (e.g. access to a power source for camera and enclosure). In the event the identified poles cannot support the Contractor's proposed equipment, City will assist Contractor in identifying alternative pole locations. The City will review those locations in a timely manner and determine whether the poles can be used. The City will provide information to Contractor on the City permits required for Contractor to install camera enclosures or poles, if necessary. All other permits required for system installation remain the responsibility of the Contractor.
2. Arrange any necessary approvals and agreements (e.g. Memoranda or Agreements or hold harmless agreements) for non-City building rooftop locations or other structures required in the design, including ensuring availability of electrical power (110V) at all mount locations, unless specifically specified otherwise.
3. Provide assistance in tower approval and permitting process, if required.
4. Provide power outlets (110V) at all installation locations mutually agreed upon by Contractor and City. At pole locations, power shall be available at the pole itself (either at the base of the pole or from the photocell at the pole).
5. Provide appropriate temperature-controlled rooms for server equipment and viewing equipment. Power outlets will be provided in these rooms. Furniture and room setup to accommodate this equipment shall be the exclusive responsibility of the City. Contractor will not refurbish or remodel of these rooms to accommodate the System design.

## Attachment B

6. Provide Contractor remote access to the network through secure connection to facilitate installation process, remote diagnostics and maintenance (during the maintenance period).
7. Provide a project manager for day-to-day communication on progress, issues, etc. At a minimum, the City's project manager shall be available for a project meeting (in person or conference call) on a weekly basis. In case of absence of the project manager, a replacement shall be appointed.
  - a. The City will ensure the project manager or designee work jointly with Contractor to create a list of completion criteria for service deliverables number 16-27 on Attachment C, Deliverable and Payment Schedule.
  - b. The Project Manager or designee shall approve Contractor verified deliverable checklists no more than 5 days following receipt of said checklists.
8. Provide suitable accommodation for training.
9. Provide a system administrator to manage and maintain the video surveillance solution from the time of final system acceptance or operation, including user profile management, video data management and retention, etc. Any system administrator shall attend the entire CelPlan training session.
10. The City assumes all liability for costs, reinstallation service fees resulting from damages to the System or equipment due to misuse, mishandling, vandalism, accidents, natural disaster or any act not the result of Contractor's own willful acts or omissions.
11. City will use its best efforts given City's fiscal and staffing limitations/restrictions to ensure that personnel required to perform City's responsibilities under this Agreement are available to avoid delay of Contractor's performance of this project in conformance with Appendix A, Project Schedule, of this Statement of Work.

### C. Camera Locations

Five (5) cameras will be located and installed at the following locations:

1. Central Pole in Park – Camera 1: This camera will face west from the main pole, and can potentially cover most areas of the park facing west.
2. Central Pole in Park – Camera 2: This camera will face east from the main pole, and can potentially cover most areas of the park facing east.

## **Attachment B**

3. Harvard & 62<sup>nd</sup>: This camera covers the SW corner of the park, and the southern and western surrounding streets.
4. 61<sup>st</sup> (between Halldale and Denker): This camera covers the skate park and the parking lot on the NE corner, as well as the northern surrounding street.
5. Halldale (between 61<sup>st</sup> and 62<sup>nd</sup>): This camera covers the street to the east of the park, as well as the eastern part of the park, including the tennis courts section.

### **II. Deliverables**

See Attachment C, Deliverable and Payment Schedule. Payments for each Deliverable are due in accordance with Section 6, Compensation and Method of Payment, of this Agreement.

### **III. Estimated Schedule**

See Appendix A, Project Schedule, to this Statement of Work. This Project Schedule will be modified as needed upon approval by the City's project manager.

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APPENDIX A TO ATTACHMENT B

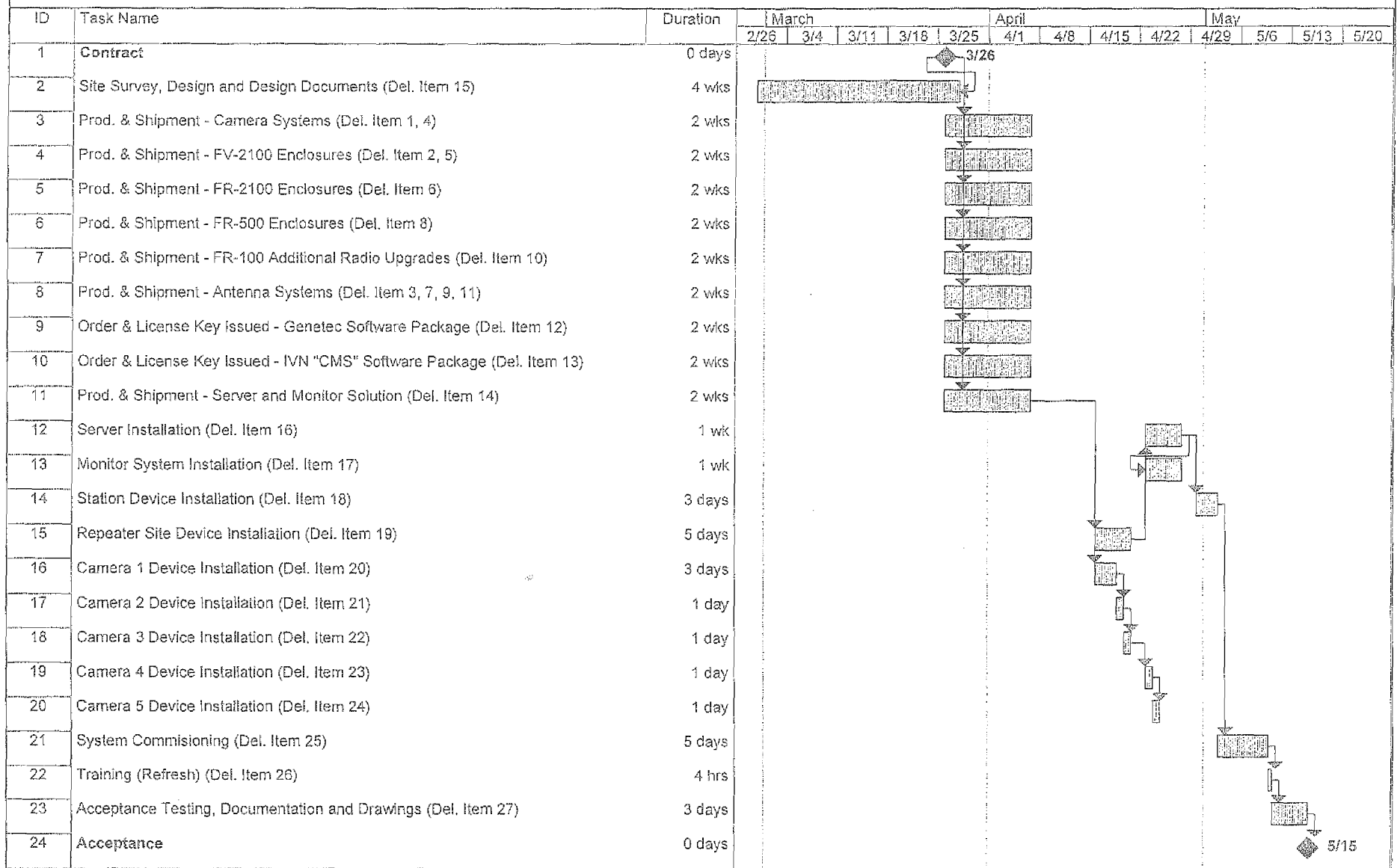
PROJECT SCHEDULE

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# Project Schedule - 77th Area Station

January 17, 2012



Project: Project Schedule 77th Rev1 Date: Tue 1/17/12	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

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**ATTACHMENT C**

**DELIVERABLE AND PAYMENT SCHEDULE**

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No.	Deliverable Item	Payment Event	Quantity	Unitary Payment	Extended Payment	10% Withhold (on Services only)	Tax Rate	Taxes
1	Wi4Net FV-2100 Wireless Camera Unit - 1x Camera System . 1x Pelco Spectra IV (35X zoom) . Environmental dome . Pole mount system	Shipment	4	\$3,456.30	\$13,825.22	N/A	8.75%	\$1,209.71
2	- 1x Equipment Enclosure . 1x Equipment Enclosure (with environmental control, switch, power supplies, etc.) . 1x FlexiRadio (multi-radio solution with one radio) . 1x H.264 Encoder (with dual-stream and bandwidth optimization) . 1x Mount / cable kit	Shipment	4	\$5,741.21	\$22,964.83	N/A	8.75%	\$2,009.42
3	- 1x Diversity Antenna System	Shipment	4	\$618.32	\$2,473.28	N/A	8.75%	\$216.41
4	Wi4Net Second PTZ Upgrade - 1x Camera System . 1x Pelco Spectra IV (35X zoom) . Environmental dome . Pole mount system	Shipment	1	\$3,456.30	\$3,456.30	N/A	8.75%	\$302.43
5	- 1x Added H.264 Encoder, Integration and Cabling	Shipment	1	\$1,673.66	\$1,673.66	N/A	8.75%	\$146.44
6	Wi4Net FR-2100 Wireless Repeater Unit - 1x Equipment Enclosure . 1x Equipment Enclosure (with environmental control, switch, power supplies, etc.) . 1x FlexiRadio (multi-radio solution with one radio) . 1x Mount / cable kit	Shipment	1	\$3,978.91	\$3,978.91	N/A	8.75%	\$339.40
7	- 1x Diversity Antenna System	Shipment	1	\$618.32	\$618.32	N/A	8.75%	\$54.10
8	Wi4Net FR-500 Wireless Radio Unit - 1x Equipment Enclosure . 1x FlexiRadio (dual-radio solution with one radio) . 1x Mount / cable kit	Shipment	1	\$2,626.55	\$2,626.55	N/A	8.75%	\$229.82
9	- 1x Diversity Antenna System	Shipment	1	\$618.32	\$618.32	N/A	8.75%	\$54.10
10	Wi4Net FR-100 Additional Radio Upgrade - 1x FlexiRadio (FR-100) . 1x Misc materials & Integration	Shipment	4	\$908.09	\$3,632.37	N/A	8.75%	\$317.83
11	- 1x Diversity Antenna System	Shipment	4	\$618.32	\$2,473.28	N/A	8.75%	\$216.41
12	Genetec Omnicast Pro Software Package - Upgrade current (based on Omnicast Pro and six current camera licenses) - 5x Camera Connection Licenses (for new cameras)	License Key Issued	1 lot	N/A	\$2,190.11	N/A	8.75%	\$191.63
13	IVN "CMS" Software Package - IVN "CMS" Base Package - IVN "CMS" Bookmark Extractor - IVN "CMS" Camera Licenses (for five new and two current)	License Key Issued	1 lot 1 1 7	N/A	\$4,309.38	N/A	8.75%	\$377.07
14	Server and Monitor Solution - Pivot3 Additional Storage Bank (12 TB raw) - HP Workstation - HP Monitoring Screen (19" or larger) - Large Monitoring Screen with Mount - Misc. Materials	Shipment	1 lot 1 1 1 0 1	N/A	\$21,379.20	N/A	8.75%	\$1,870.68
15	Services - Site Survey, Design and Design Documents	Completion	1 lot	N/A	\$10,000.00	\$1,000.00	N/A	N/A
16	- Server Installation	Physical Installation Complete	1 lot	N/A	\$5,344.23	\$534.42	N/A	N/A
17	- Monitor System Installation	Physical Installation Complete	1 lot	N/A	\$5,344.23	\$534.42	N/A	N/A

No.	Deliverable Item	Payment Event	Quantity	Unitary Payment	Extended Payment	10% Withhold (on Services only)	Tax Rate	Taxes
18	- Station Device Installation	Physical Installation Complete	1 lot	N/A	\$5,344.23	\$534.42	N/A	N/A
19	- Repeater Site Device Installation	Physical Installation Complete	1 lot	N/A	\$5,344.23	\$534.42	N/A	N/A
20	- Camera 1 Device Installation	Physical Installation Complete	1 lot	N/A	\$5,344.23	\$534.42	N/A	N/A
21	- Camera 2 Device Installation	Physical Installation Complete	1 lot	N/A	\$5,344.23	\$534.42	N/A	N/A
22	- Camera 3 Device Installation	Physical Installation Complete	1 lot	N/A	\$5,344.23	\$534.42	N/A	N/A
23	- Camera 4 Device Installation	Physical Installation Complete	1 lot	N/A	\$5,344.23	\$534.42	N/A	N/A
24	- Camera 5 Device Installation	Physical Installation Complete	1 lot	N/A	\$5,344.23	\$534.42	N/A	N/A
25	- System Commissioning	System Operational	1 lot	N/A	\$8,016.34	\$801.63	N/A	N/A
26	- Training (Refresh)	Completion	1 lot	N/A	\$595.00	\$59.50	N/A	N/A
27	- Acceptance Testing, Documentation and Drawings	Completion	1 lot	N/A	\$20,000.00	\$2,000.00	N/A	N/A
28	Maintenance (3-Year Program)	System Acceptance	1 lot	N/A	\$39,861.30	N/A	N/A	N/A
	One-time Discount	System Acceptance	1 lot	N/A	-\$20,225.87	N/A	N/A	N/A
	<b>Total</b>				<b>\$192,464.52</b>	<b>\$8,670.94</b>		<b>\$7,535.48</b>

Project Total Amount

\$200,000.00

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ATTACHMENT D

77TH AREA STATION – SYSTEM DESIGN DOCUMENT

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# Wireless Camera Surveillance System (WCSS) For the Los Angeles Police Department

## 77th Area Station - System Design Document

### *General System Design Overview*

January 18, 2012  
Ref. No. LOS120118 Rev. 1

CelPlan Technologies, Inc. / Wi4Net  
1897 Preston White Dr.  
Reston, VA 20191

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**APPENDIX A: GENERAL SPECIFICATIONS FOR FV-2100 / FR-2100**

**APPENDIX B: DETAILED SYSTEM BLOCK DIAGRAM**

**APPENDIX C: STATION AND TOWER DESIGN**

## 1 SYSTEM DESIGN OVERVIEW

This document outlines the system design information for the 77th Area Station Wireless Camera Surveillance System solution, including the five (5) new wireless surveillance cameras, one (1) rooftop based repeater site, and one rooftop based end site. This report also provides detailed location information and installation specifications for the BSL/DOT pole locations, as applicable to the design, including also pole pictures and conceptual installation drawings. The network will operate in the 4.9 GHz band which is licensed exclusively for public safety and contains a 50 MHz band between the frequencies of 4940 MHz and 4990 MHz.

The components below will be installed at all pole based Camera or RF repeater locations with varying configurations based on the design criteria.

- Cameras: As specified in the previous section, the cameras shall be analog Pelco Spectra IV SE with environmental enclosure.
- Edge Enclosure: The enclosure shall be the CelPlan Integrated Radio and Storage PVC enclosure measuring 14"x12"x7" and meets the environmental temperature (20° - 150° F) requirements. The enclosure is configured in various with the most common configuration being the following:
  - One Axis Q7401 H.264 encoder
  - One or more 4.9 GHz radio modules for communications between the cameras and central control location.
  - A local LAN switch to provide internal communications between the interior modules of the edge storage enclosure
  - Power supply unit with adequate power for all units and the external camera.

The enclosure is provided without attached camera, to provide for flexibility in deployment of the units.
- Antennas: Each radio board will require a minimum of one external antenna for proper operation, but a diversity radio configuration is proposed with two antennas per radio. Antenna types and models will vary with design requirements depending on the nature of the radio link desired. The default antenna for the design is the Mars MA-WA49-1X panel. Below are some relevant specifications.

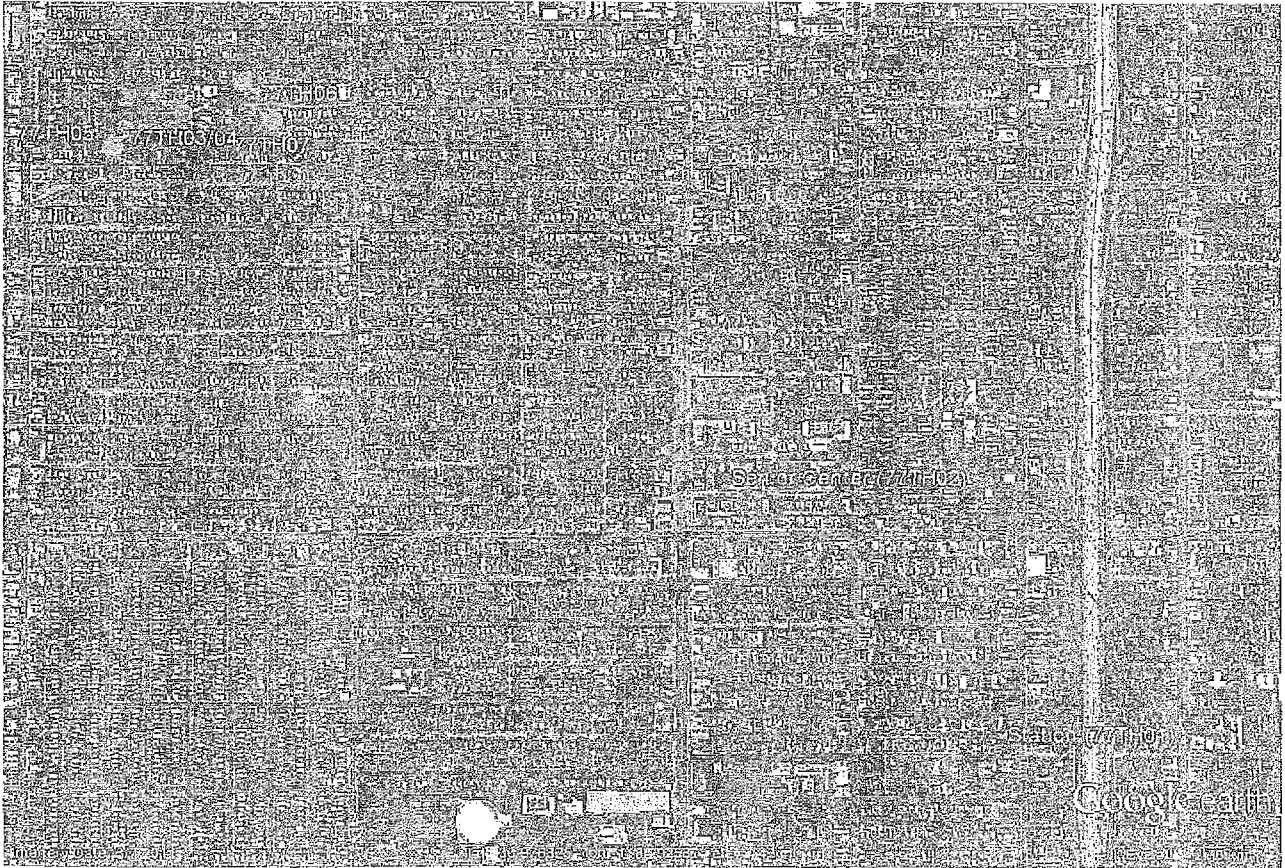
**Table 1 Select Antenna Specifications**

Specific Freq. (MHz)	4.94-4.99 GHz
Gain (dBd)	19
Maximum Power Input (Watts)	10
Bandwidth (MHz)	0.05
Gain (dBi)	21
H. Beamwidth	10.5 Deg.

In selected locations, a (single) dual polarization panel antenna might be selected instead.



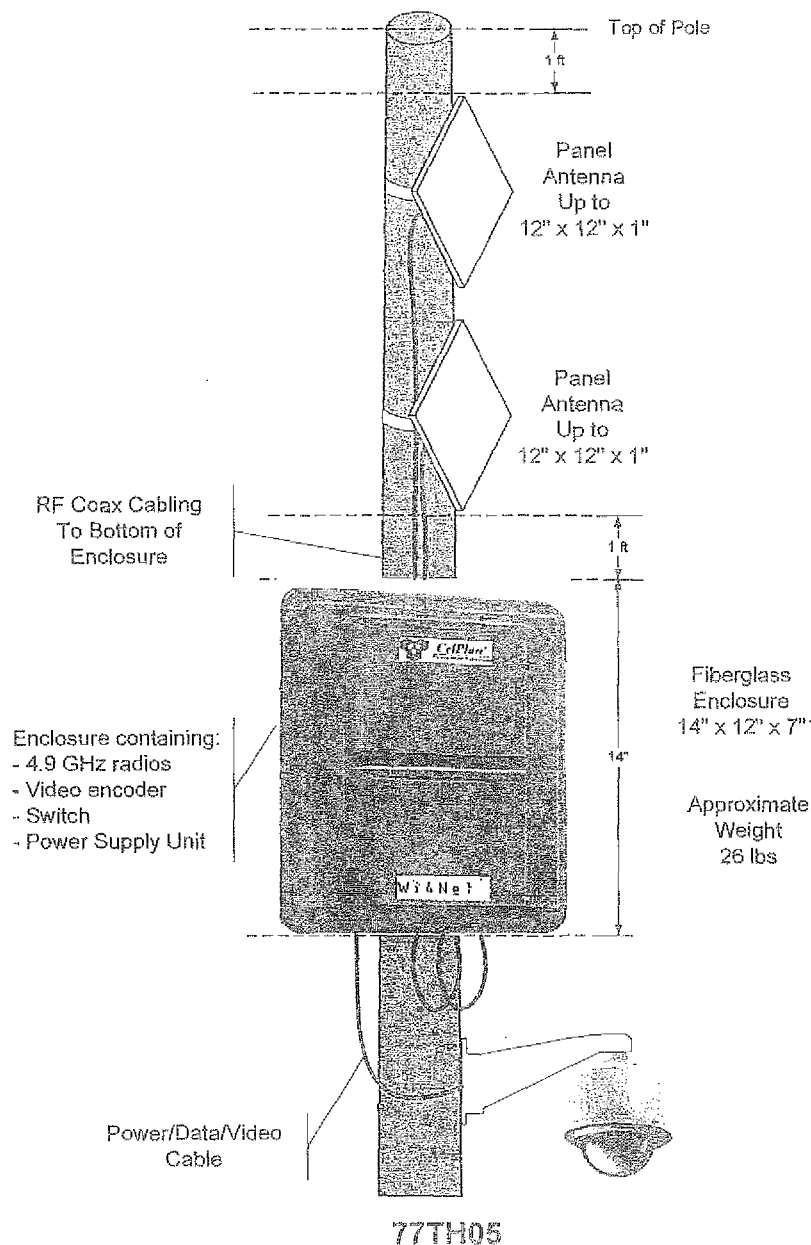
The following drawing explains the system design, indicating in what configuration the various wireless camera units connect back to the local area station.

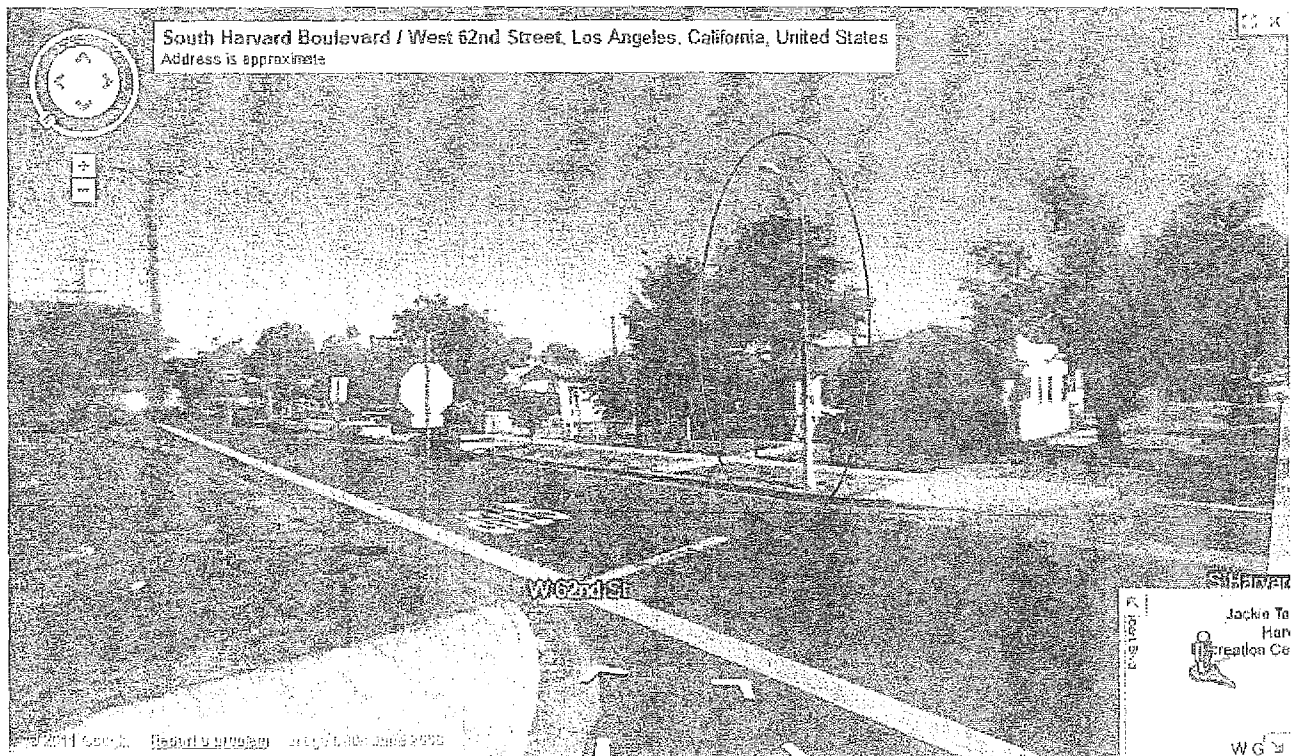
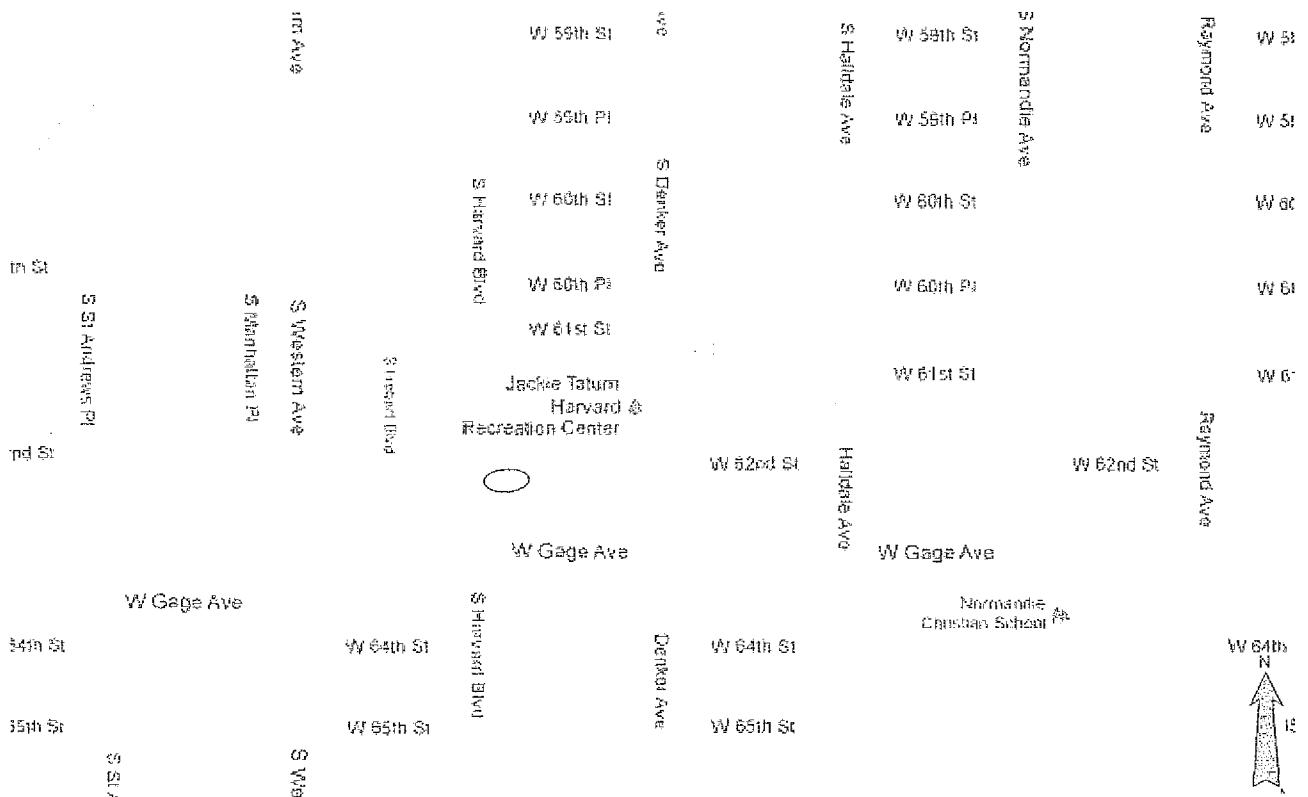


## 2 BSL POLE LOCATIONS & CONFIGURATIONS

### 2.1 77TH05 – BSL Pole (Pole ID 62028)

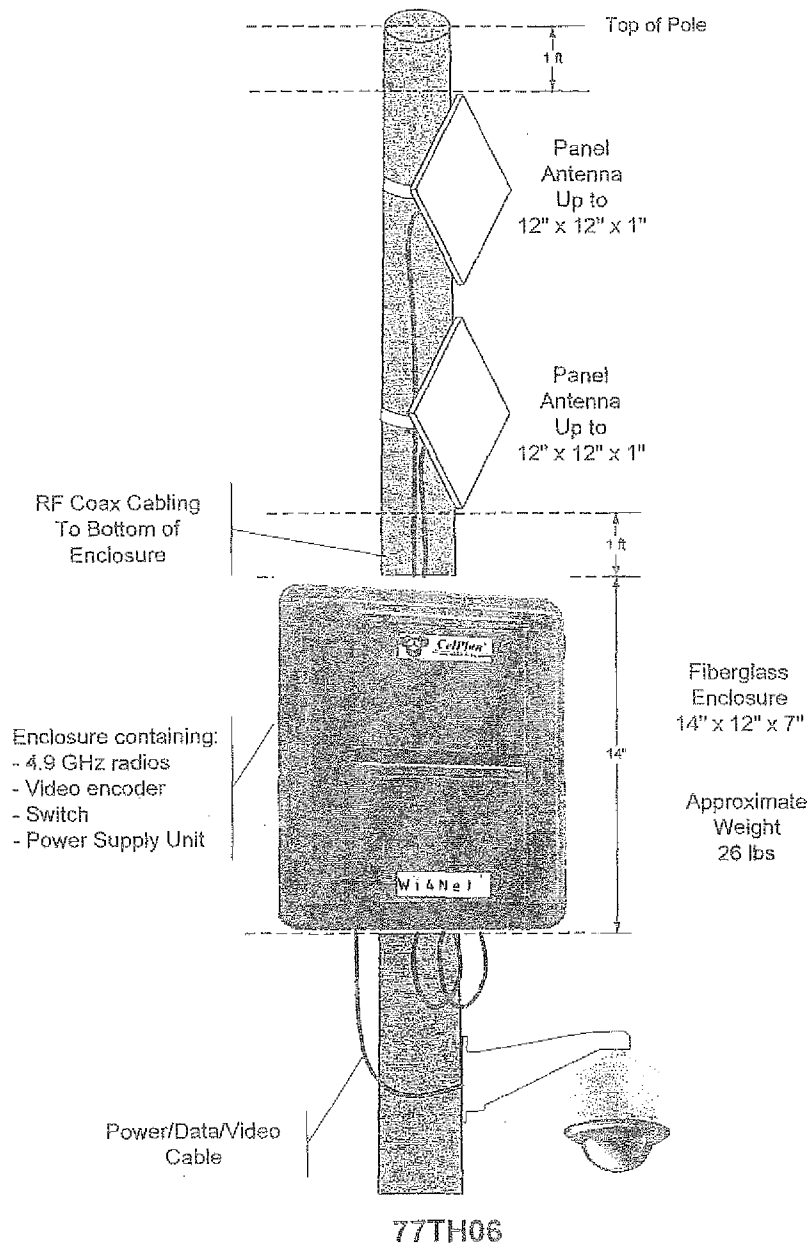
No.	Name	Description	Location Designation	Coordinates		Loc	Pole Height [ft]	No. Cam	No. Ant
77TH05	62nd/ Harvard	BSL Street Light	Final	33° 58' 59.52" N	118° 18' 23.94" W	SE	25	1	2

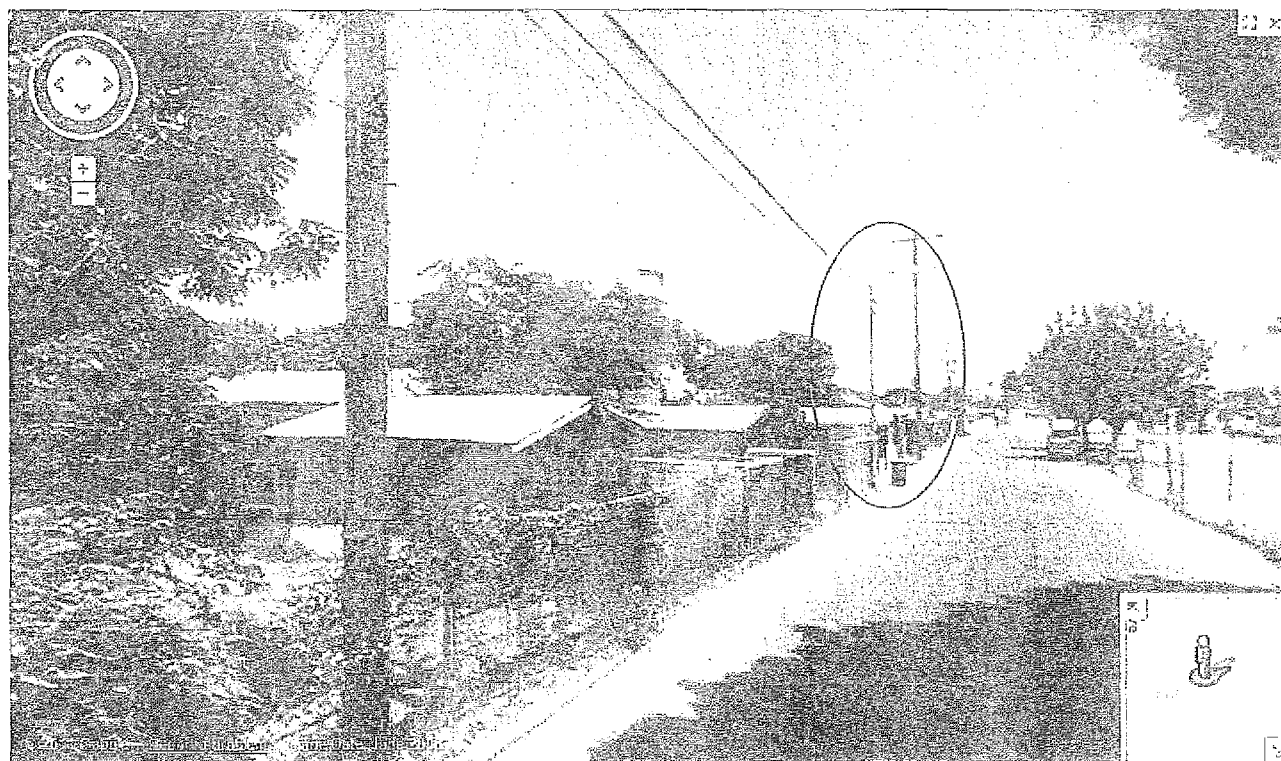
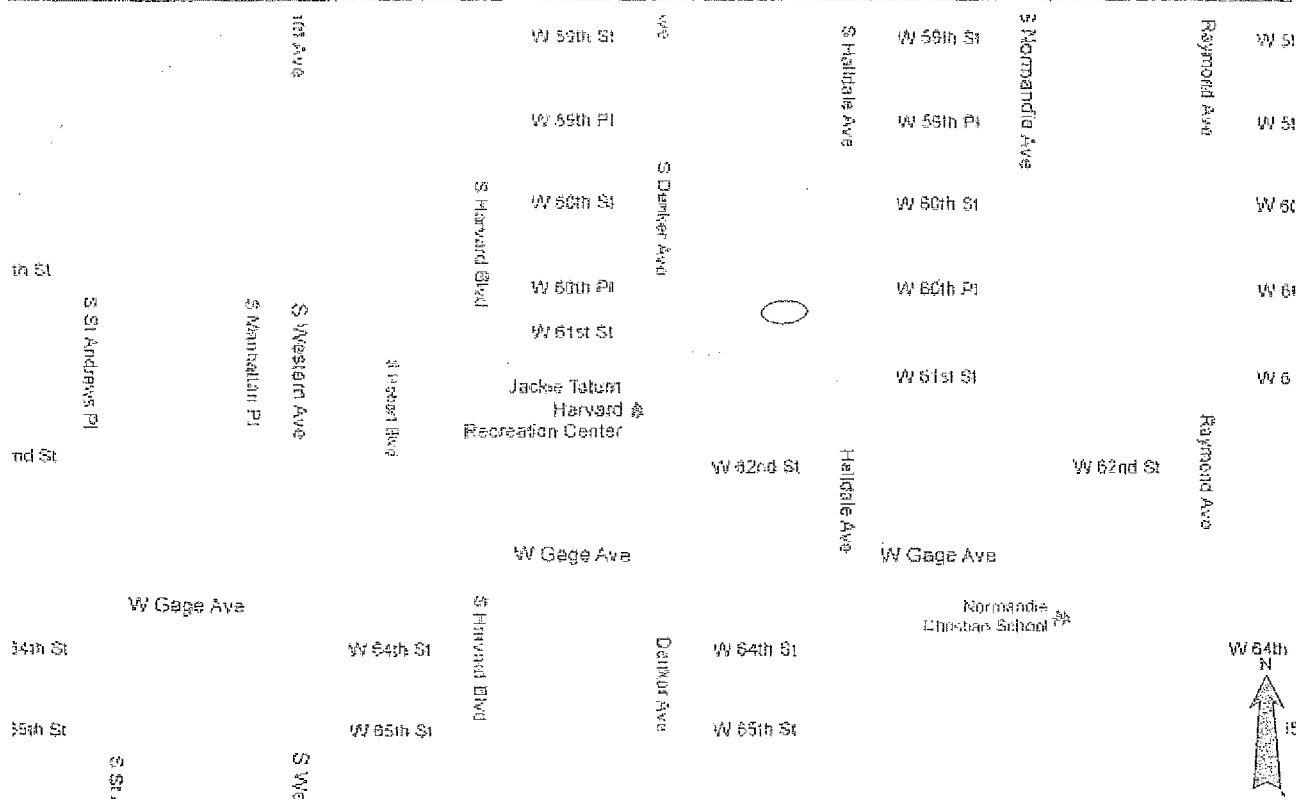




## 2.2 77TH06 – BSL Pole (Pole ID 62166)

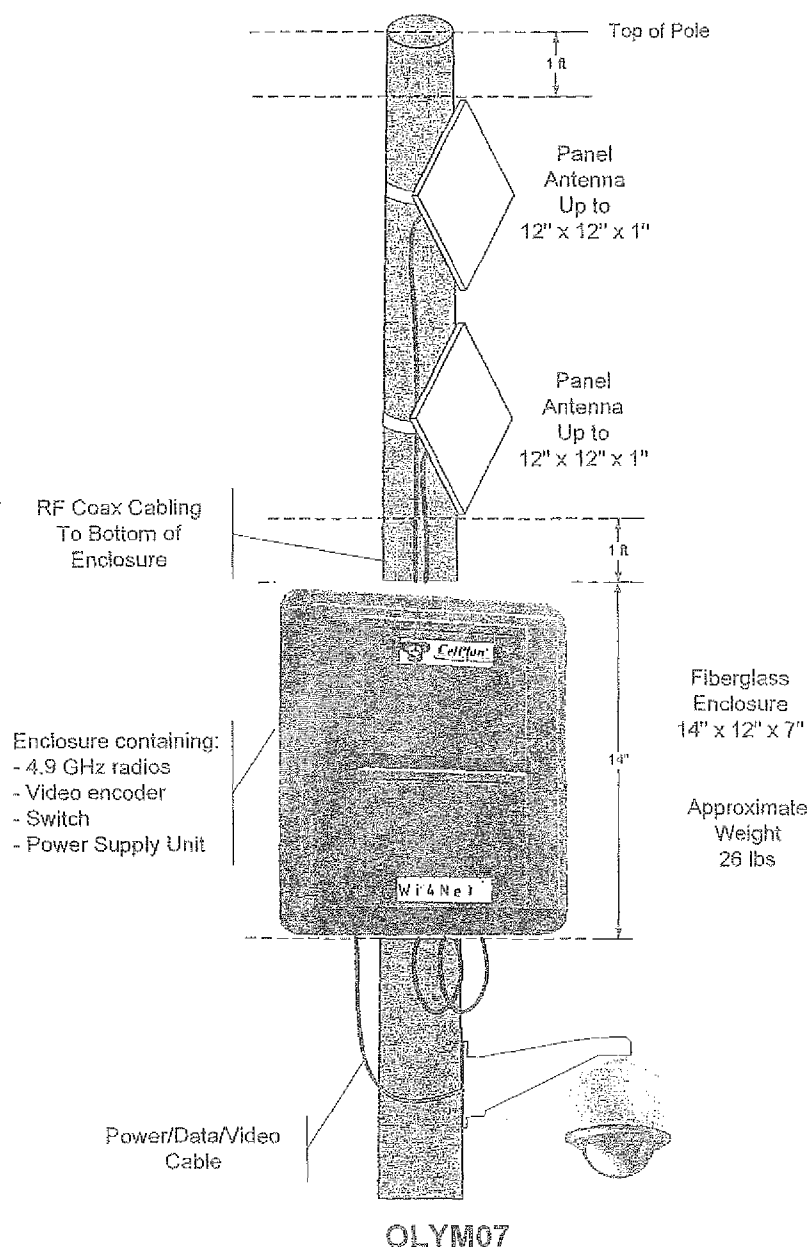
No.	Name	Description	Location Designation	Coordinates		Loc	Pole Height [ft]	No. Cam	No. Ant
77TH06	61st	BSL Street Light	Final	33° 59' 04.60" N	118° 18' 11.66" W	N	25	1	2

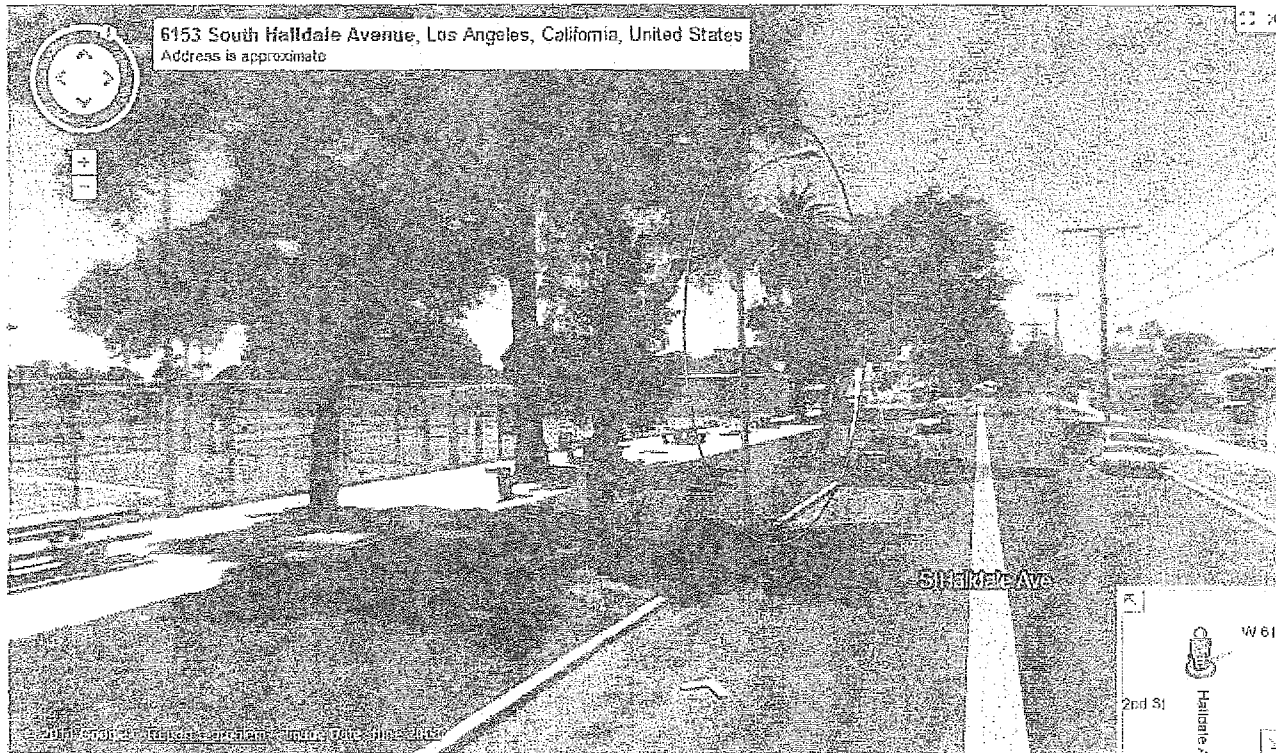
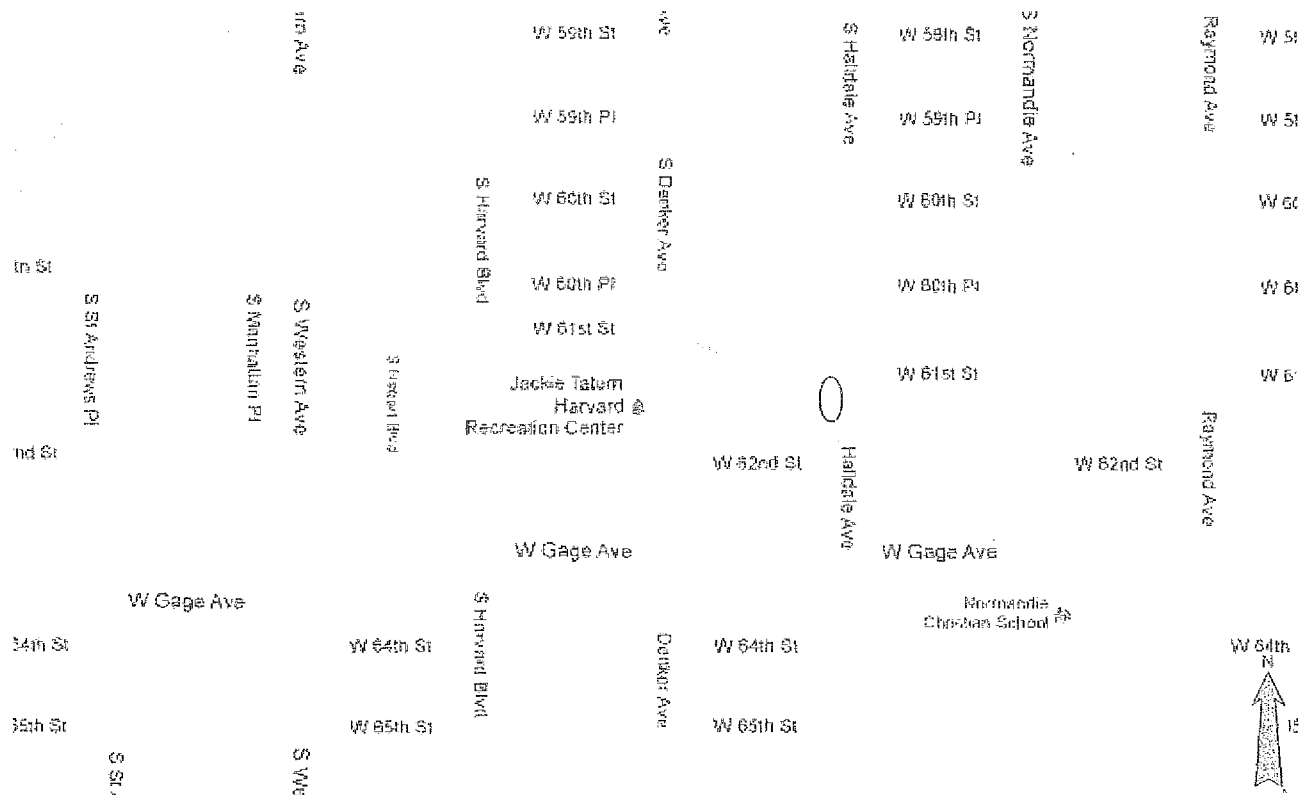




## 2.3 77TH07 – BSL Pole (Pole ID 62158)

No.	Name	Description	Location Designation	Coordinates		Loc	Pole Height [ft]	No. Cam	No. Ant
77TH07	Halldale	BSL Street Light	Final	33° 59' 01.60" N	118° 18' 08.81" W	W	25	1	2





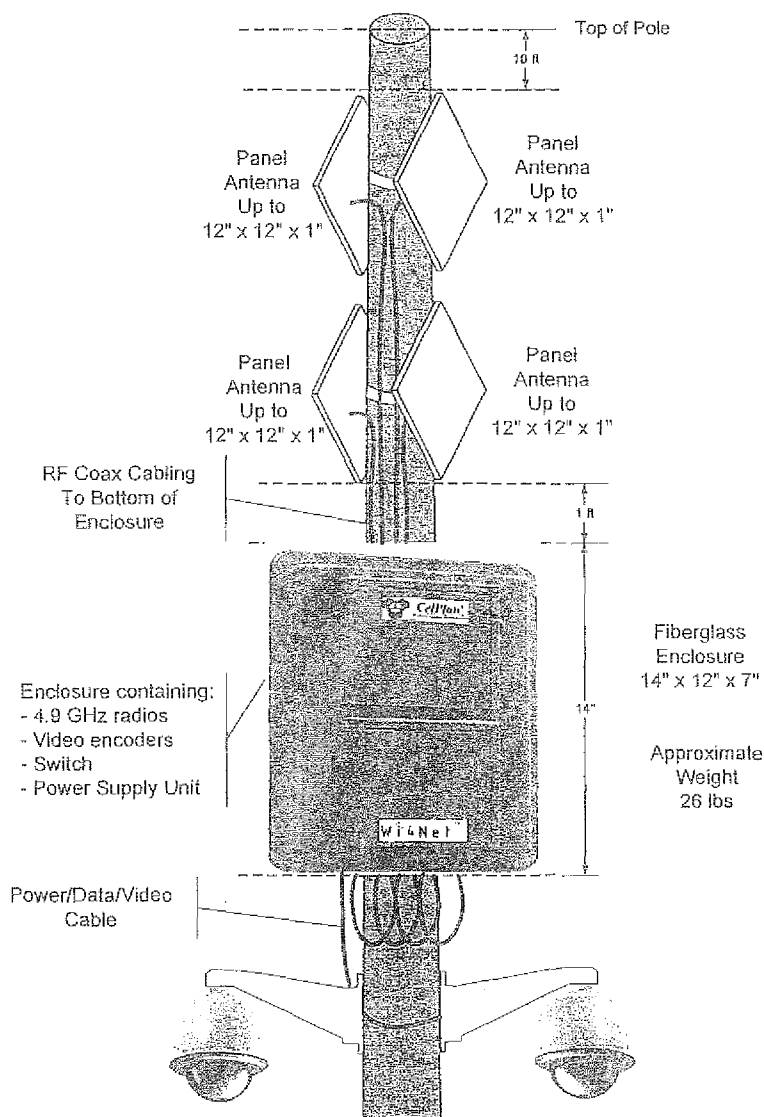
Note: Minor tree trimming might optimize the camera viewing from this location.



### 3 PARK POLE LOCATIONS & CONFIGURATIONS

#### 3.1 77TH03/04 – Park Pole

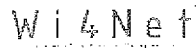
No.	Name	Description	Location Designation	Coordinates		Loc	Pole Height (ft)	No. Cam	No. Ant
77TH03/04	Park Center Pole	Park Pole	Final	33° 59' 02.15" N	118° 18' 17.21" W	Park Center	75	1	4



**77TH03/04**

Note: We estimate four antennas at the central pole. The actual number might vary slightly.

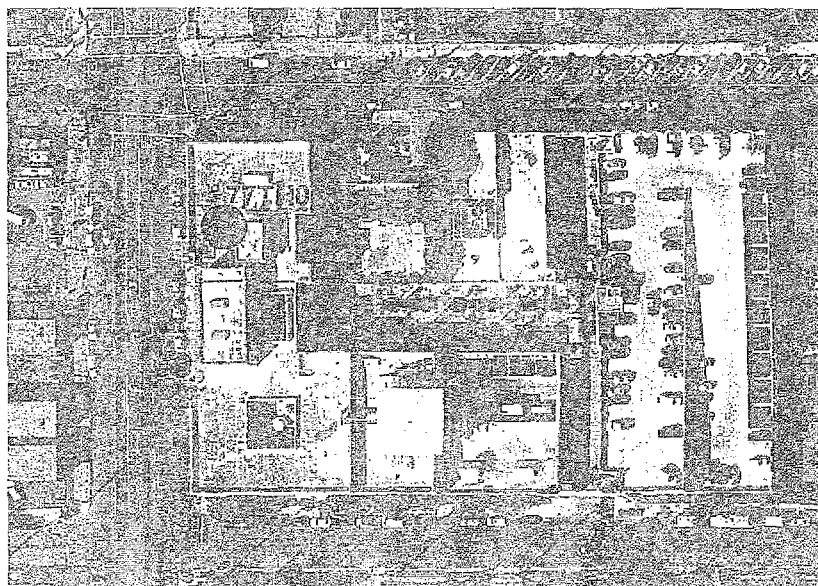




## 4 ROOFTOP LOCATIONS & CONFIGURATIONS

### 4.1 77TH01 – Rooftop

Since a radio tower is not available at the 77<sup>th</sup> Area Station, equipment will be attached at rooftop site. The expected location is schematically indicated below. A final configuration will be proposed upon the site survey.



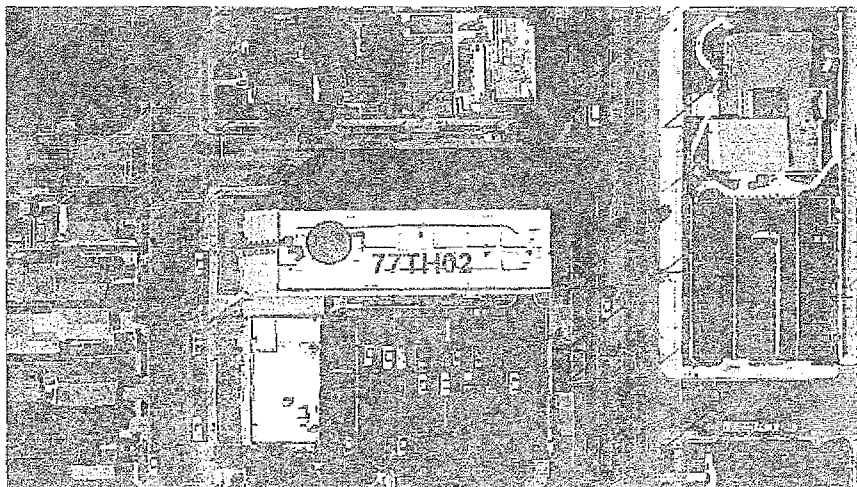
FR-500

It is assumed power (110V) can be directly tapped at the rooftop within 25 ft. from our equipment locations.

## 4.2 77TH02 – Rooftop

The Senior Center building is located at the corner of Figueroa and 70<sup>th</sup>.

The expected mount location is schematically indicated below. A final configuration will be proposed upon the site survey.



FV-2100

It is assumed power (110V) can be directly tapped at the rooftop within 25 ft. from our equipment locations.



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LAPD Wireless Camera Surveillance System (WCSS)

General System Design Document

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## APPENDIX A: GENERAL SPECIFICATIONS FOR FV-2100 / FR-2100



## **FlexiVideo FV-2100 / FlexiRadio FR-2100**

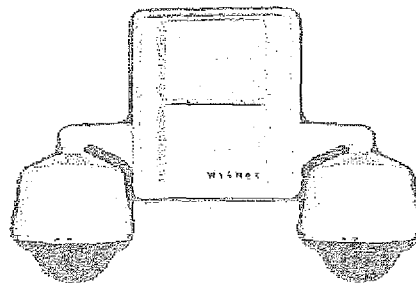
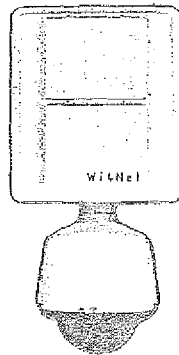
The **FlexiVideo FV-2100** and **FlexiRadio FR-2100** series provide for a modular solution approach to wireless video surveillance systems, featuring the lightest and most feature-rich pole camera system in the industry today. A unique feature of the 2100 series is the lightweight of the enclosure, while maintaining a broad range of features and capabilities. The 2100 series brings an improved level of integration and high-end components selected for lightweight specifications. The pole camera units allow also for placement of Customer logos on the unit, along with strobe light option if an overt implementation is targeted.

The general functionality, features and options of the FlexiRadio FR-2100 and FlexiVideo FV-2100 series are summarized as follows:

- Single, integrated enclosure solution
- Enclosures can be configured as standalone video recording unit, remotely connected video unit with or without local storage, an RF repeater, an RF mesh element, an RF aggregation point, etc.
- Supports up to two Pelco Spectra IV cameras or equivalent (selection at order)
- Encoding of up to two analog video streams (up to 30 FPS / 4CIF) using H.264 digital streams (dual stream capability for each camera)
- Optional local storage capacity of 1 TB or 2TB (Raid1 configuration available)
- Up to four FlexiRadio radios configurable for 2.4, 4.9 and 5 GHz with diversity outputs
- Up to two radio front-end units with MIMO capability
- Power backup (UPS) functionality for up to 60 minutes (depending on configuration and conditions)
- Optional strobe light
- Up to two external Ethernet ports
- Up to eight external RF antenna connection ports
- One AC connection port
- Up to two video signal ports
- Up to two video control ports
- Temperature controlled enclosure, available with brackets for pole and wall assembly
- Enclosure nominal size is: 14" x 12" x 7"
- External enclosure dimensions are: 15.477" x 13.475" x 8.687"
- Enclosure weight: Approx. 20 lbs. (basic configuration)

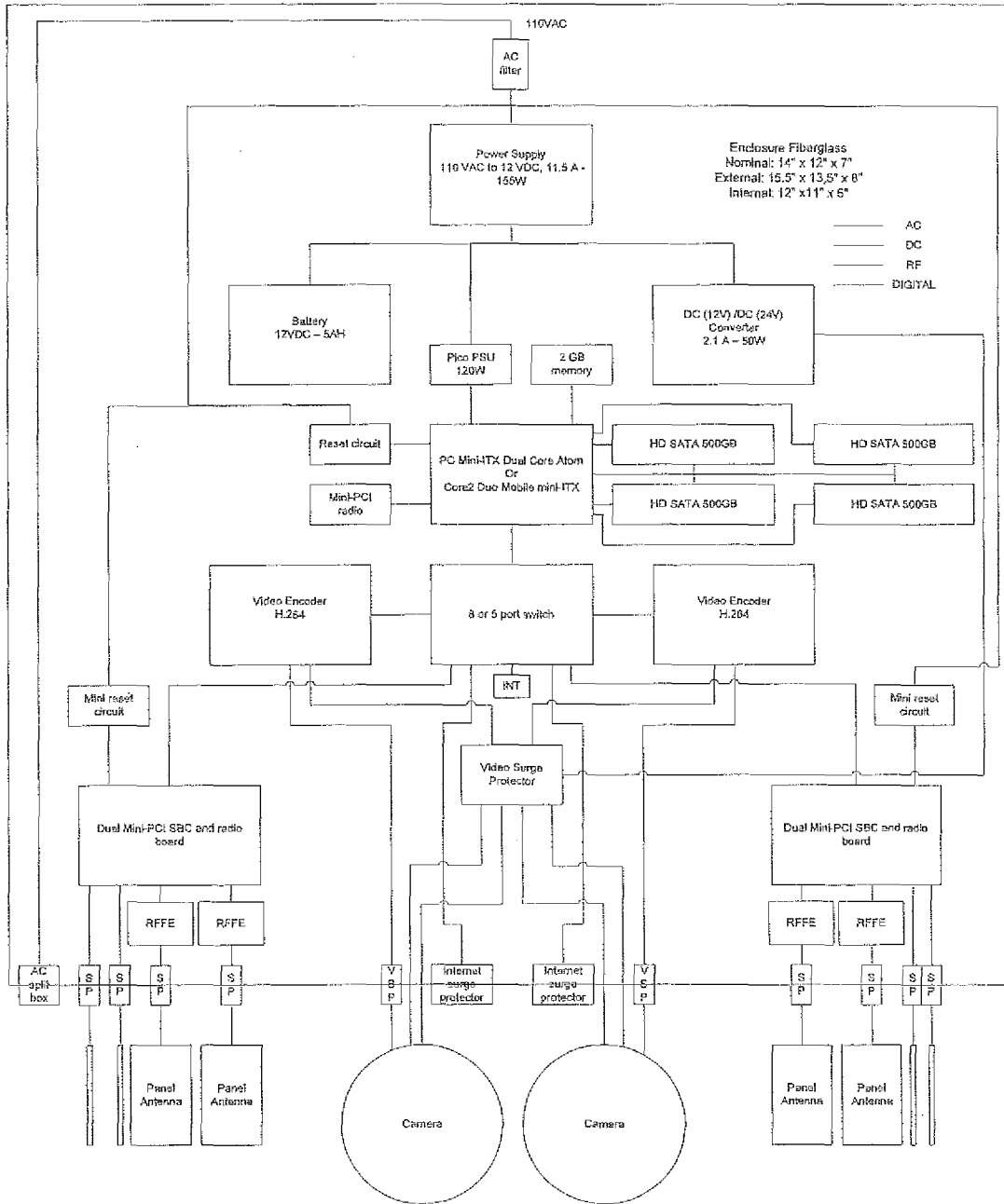


### *FV-2100 System Pictures*



The 2100-series can be mounted on a pole or wall surface. The FV-2100 enclosure can be provided without attached cameras, but can also attach up to two cameras in three positions. Enclosure brackets are available for enclosure-attached antenna mount options.

Solution can be augmented also with fixed cameras as required for security needs.



Specifications are subject to change without notice.

Wi4Net | 1897 Preston White Drive | 3rd Floor  
Reston, VA 20191 | USA | [www.Wi4Net.com](http://www.Wi4Net.com) | 703 259-4020



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## APPENDIX B: DETAILED SYSTEM BLOCK DIAGRAM (added at time of project kick-off)





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LAPD Wireless Camera Surveillance System (WCSS)

General System Design Document

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## APPENDIX C: STATION AND TOWER DESIGN (added at time of project kick-off)

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ATTACHMENT E

LIST OF KEY CONTRACTOR PERSONNEL

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## CONTRACTOR'S KEY PERSONNEL

### General Program Manager:

Jasper Bruinzeel  
(760) 274-4214 (cell)  
[jasper@celplan.com](mailto:jasper@celplan.com)

### Technical Program Manager:

Paulo Leite  
(703) 259-4025 (office)  
(571) 274-0289 (cell)  
[paulo@celplan.com](mailto:paulo@celplan.com)

### Executive Manager:

Leonhard Korowajczuk, CEO / CTO  
(703) 259-4022 (office)  
[leonhard@celplan.com](mailto:leonhard@celplan.com)

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ATTACHMENT F

SAMPLE PROJECT CHANGE AUTHORIZATION FORM

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