



CITY OF LAWDALE

14717 Burin Avenue, Lawndale, California 90260

Phone (310) 973-3200 – www.lawndalecity.org

AGENDA OF THE LAWDALE CITY COUNCIL REGULAR MEETING

Monday, October 16, 2023 - 6:30 p.m.

Lawndale City Hall Council Chamber

14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a [Public Meeting Speaker Card](#) and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that the speaker's name is correctly recorded in the meeting minutes and, where appropriate, to provide contact information for staff follow-up.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can now observe the meeting in person, with limited capacity, while strictly adhering to the [City Facilities Entry Protocols](#). Members of the public are still be able to view the meeting on [YouTube "Lawndale CityTV"](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

Copies of this Agenda packet may be obtained prior to the meeting outside of the Lawndale City Hall foyer or on the [City Website](#). Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

This Agenda is subject to revision up to 72 hours before the meeting.

A. **CALL TO ORDER AND ROLL CALL**

B. **CEREMONIALS** (Flag Salute and Inspiration)

C. **PUBLIC SAFETY REPORT**

- a. Los Angeles County Sheriff's Department Update

D. **PRESENTATION**

1. **Presentation to Firefighter & Sheriff's Deputy of the Year**

Recognition to City of Lawndale 2023 Deputy of the Year Deputy John Luppens and 2023 Firefighter of the Year Battalion Chief Ramon Valdoria for their outstanding commitment to serving the Lawndale community and their dedication to public service.

E. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)**

F. **COMMENTS FROM COUNCIL**

G. CONSENT CALENDAR

Items 2 through 4 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

2. Motion to read by title only and waive further reading of all ordinances listed on the Agenda

Recommendation: that the City Council approve.

3. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2310-040 authorizing the payment of certain claims and demands in the amount of \$425,619.32.

4. Minutes of the Lawndale City Council Regular Meeting, October 2, 2023

Recommendation: that the City Council approve.

H. ADMINISTRATION

5. Joint-use Parks Agreement

Recommendation: that the City Council 1.) Authorize the City Manager to execute both the 3-year Master Agreement and associated Repair Agreement between the City of Lawndale and the Lawndale Elementary School District for the Provision, Use and Maintenance of Educational, Recreational and Community Facilities and Programs; or 2.) Provide further direction.

6. Quarterly Investment Report for the Quarter Ended September 30, 2023

Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended September 30, 2023.

7. Update on Partnership with Southwest Patrol and Request for Additional Funding to Expand the Existing Contract for Additional Armed Security Coverage

Recommendation: that the City Council consider the benefits that have resulted from adding armed security services provided by Southwest Patrol and give direction on one of the following options: 1.) The City Council approve additional funding of \$68,800 (\$27,200 for remainder of FY 23/24 and \$41,600 for FY 24/25) to cover the costs of sixteen hours of armed security coverage per week from November 2nd, 2023, until June 30th, 2025, for the remainder of the existing contract between Southwest Patrol and the City of Lawndale; or 2.) The City Council approve additional funding in the amount of \$27,200 to cover the costs of sixteen hours of armed security coverage per week from November 2nd, 2023, until June 30th, 2024, for the remainder of this fiscal year; or 3.) The City Council gives Staff directions on whether to add additional coverage to the Southwest Patrol Contract.

8. Consider Introduction and First Reading of an Ordinance 1204-23, Amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Council Compensation in Compliance with Senate Bill 329

Recommendation: that the City Council 1.) Review and discuss this report regarding city council compensation; and 2) Introduce for first reading by title only and waive further reading of Ordinance 1204-23, amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Council Compensation in Compliance with Senate Bill 329 to be effective after the November 2024 election; or 3) Provide further direction to the City Manager and staff, if any.

9. Notice of Completion- FY 2021/22 Annual Street Improvement Project, Project No. 2022-09

Recommendation: that the City Council 1.) Accept the project completion by Kalban, Inc., for the FY 2021/22 Annual Street Improvement Project; 2.) Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2021/22 Annual Street Improvement Project; 3.) Authorize staff to release 5% retention in the amount of \$75,941.67 for the FY 2021/22 Annual Street Improvement Project.

10. Appropriate Additional Funding for the FY 2023/24 Citywide Sign Replacement Project

Recommendation: that the City Council authorize the appropriation of \$507,078.00 in Priority Legislative Budget Project (PLBP) grant funds to the FY 2023/24 Citywide Sign Replacement Project.

11. Recommendation to use Motorola Solutions, Inc./Vigilant Solutions as the exclusive provider of Automatic License Plate Readers for the City of Lawndale

Recommendation: that the City Council consider the following options and staff recommends Option 1 of the following options: 1.) Select Motorola Solutions, Inc./Vigilant Solutions as the City's preferred provider of Automatic License Plate Reader's at the estimated price and for all the listed services in the RFP; or 2.) Select Motorola Solutions, Inc./Vigilant Solutions as the City's preferred provider of Automatic License Plate Reader's at a lower price, but with less cameras, equipment, and coverage in order to reduce the cost to a more comfortable price point; or 3.) Give Staff directions as to how many cameras they would like to have in use, with the possibility of adding additional cameras once the program is underway and successful.

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

12. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

K. CLOSED SESSION

13. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), to discuss the potential initiation of litigation: two (2) cases.

14. Public Employee Performance Evaluation

The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

L. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, November 6, 2023, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodation to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on October 16, 2023, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Hall

Yvette Hall, Assistant City Clerk

Presentation

October 16, 2023

City Council Meeting

**City of Lawndale
2023 Deputy of the Year
Los Angeles County Sheriff's Department
Deputy John Luppens**

Deputy John Luppens primarily worked the overnight hours during his tenure at the Lawndale Service Center. During that time, he displayed a strong work ethic, dependable leadership skills, and a commitment to the community.

The mission of the Los Angeles County Sheriff's Department is to partner with the community to proactively prevent crime, enforce the law fairly and enhance the public's trust through transparency and accountability.

Deputy Luppens positive engagement with the citizens of Lawndale, peers, and supervisors exemplifies the tenants of the mission statement of the Los Angeles County Sheriff's Department.

On behalf of the Lawndale City Council, we are pleased to congratulate Deputy John Luppens on being selected to receive the Deputy of the Year award as recognized by the City of Lawndale.

We thank you for your hard work and tireless dedication to the people in the City of Lawndale.

Presentation

October 16, 2023

City Council Meeting

**City of Lawndale
2023 Firefighter of the Year
Los Angeles County Fire Department
Battalion Chief Ramon Valdoria**

Information will be provided at the City Council meeting.

Presented To

Deputy John Luppens

Los Angeles County Sheriff's Department
Lawndale Service Center
South Los Angeles Station
Serving Lawndale

CITY LOGO HERE

**City of Lawndale
2023 Deputy of the Year**

In Recognition of your Outstanding Commitment to the Community, Public
Safety, and the Mission of the Los Angeles County Sheriff's Department

Congratulations on being selected the
2023 Deputy of the Year!

Presented by the Lawndale City Council

October 16, 2023

Presented To

Battalion Chief Ramon Valdoria

Los Angeles County Fire Department
Kenneth Hahn Station No. 21
Lawndale, California

CITY LOGO HERE

**City of Lawndale
2023 Firefighter of the Year**

In Recognition of your Outstanding Commitment to Serving
the Lawndale Community and your Dedication to Public Service.

Congratulations on being selected the
2023 Firefighter of the Year!

Presented by the Lawndale City Council

October 16, 2023



CITY OF LAWNDALE
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

RESOLUTION NO. CC-2310-040

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$425,619.32**

THE CITY COUNCIL OF THE CITY OF LAWNDAL, CALIFORNIA, DOES HEREBY
RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

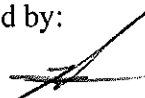
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,
the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the
availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law,
and that appropriations for these claims and demands are included in the annual budget as approved
by the City Council.

SECTION 3. That the claims and demands paid by check numbers 204932 through 204980
for the aggregate total of \$425,619.32 are hereby authorized.

Effective Date: October 16th, 2023

Approved by:



Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 16th day of October 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2310-040 at a regular meeting of said Council held on the 16th day of October 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Rhonda H. Gorman					
Bernadette Suarez					

Erica Harbison, City Clerk

Date	Name of Payee	Description	Amount
Total ACH Payments			0.00
Total Audited Claims and Demands Paid			425,619.32

Check Register Report

Date: 09/27/2023
 Time: 4:35 pm
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204932	09/28/2023	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	1,126.25
204933	09/28/2023	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	914.56
204934	09/28/2023	Printed		0163	CAPITAL OF SOUTH BAY INC.	LIGHT FIXTURE FOR CSD BUILDING	42.36
204935	09/28/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	321.75
204936	09/28/2023	Printed		7608	GLENDA FLOWERS	SR TRAVEL REFUND - LAUGHLIN	210.00
204937	09/28/2023	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE FOR PWD	92.38
204938	09/28/2023	Printed		7466	HAWTHORNE ELECTRIC SUPPLY	LIGHT SENSOR - CSD KITCHEN	39.58
204939	09/28/2023	Printed		7802	HUDSON AUDIO WORKS, LLC	CONCERT SOUND PACKAGE -	3,500.00
204940	09/28/2023	Printed		8189	LCG ROOFING INC.	CONS & DEMO DEPOSIT REFUND	240.00
204941	09/28/2023	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
204942	09/28/2023	Printed		1140	PACIFIC TIRE SERVICE	OIL CHANGE VEH#512	185.00
204943	09/28/2023	Printed		8188	MARION PERRY	CONS & DEMO DEPOSIT REFUND	450.00
204944	09/28/2023	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
204945	09/28/2023	Printed		3915	QUALITY CODE PUBLISHING	2023/24 CODE ALERT & WEBSITE	780.00
204946	09/28/2023	Printed		8098	REECE PLUMBING	PLUMBING MATERIALS - PW	51.15
204947	09/28/2023	Printed		1071	SHOETERIA INC.	WORK BOOTS FOR PWD CREW	527.38
204948	09/28/2023	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
204949	09/28/2023	Printed		6810	SMOKE GUARD CALIFORNIA INC	ANNUAL SMOKE CURTAIN SVCS -CSD	1,350.00
204950	09/28/2023	Printed		8048	SOCAL PERMIT SERVICES	BL FEE REFUND	172.00
204951	09/28/2023	Printed		6034	SOUTH COAST MECHANICAL INC	HVAC SERVICE & REPAIR -	751.12
204952	09/28/2023	Printed		8121	TRAVEL SERVERS INC.	TRAVEL CLUB - BALANCE DUE -	7,825.00
204953	09/28/2023	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	4,773.10
204954	09/28/2023	Printed		6112	DANIEL URRUTIA	PLANNING COMMISSION STIPEND	50.00
204955	09/28/2023	Printed		0493	ZUMAR INDUSTRIES, INC	NO PARKING SIGNS	517.11
				Total Checks: 24			Checks Total (excluding void checks): 24,068.74
				Total Payments: 24			Bank Total (excluding void checks): 24,068.74
				Total Payments: 24			Grand Total (excluding void checks): 24,068.74

Check Register Report

Date: 10/04/2023
 Time: 4:03 pm
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204956	10/05/2023	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,119.75
204957	10/05/2023	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - JULY 2023	54,969.85
204958	10/05/2023	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	1,300.00
204959	10/05/2023	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,837.22
204960	10/05/2023	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE -	14,917.48
204961	10/05/2023	Printed		7577	DE NOVO PLANNING GROUP	GENERAL PLAN & SPECIFIC PLAN	40,243.65
204962	10/05/2023	Printed		0217	DEPT OF ANIMAL CARE & CONTROL	ANINAL CONTROL SERVICES -	515.34
204963	10/05/2023	Printed		5702	DIV OF THE STATE ARCHITECT	Q3 2023 CASP FEE REPORT	44.00
204964	10/05/2023	Printed		6531	DARREN P DOERSCHER	SYSTEMS INTEGRATION CONSULTING	2,660.00
204965	10/05/2023	Printed		0283	HINDERLITER, DE LLAMAS & ASSOC	CONTRACT/AUDIT SVCS SALES TAX	1,287.42
204966	10/05/2023	Printed		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
204967	10/05/2023	Printed		8107	JOANNE LOEZA	PRSSC MEETING STIPEND	50.00
204968	10/05/2023	Printed		8180	MODEL 1 COMMERCIAL VEHICLES	SPECIAL TRANSIT BUS -	263,332.94
204969	10/05/2023	Printed		8019	OPUS VENTURE LLC	INSTRUCTOR FEES-SENIOR FITNESS	1,391.25
204970	10/05/2023	Printed		5216	POWERSTRIDE BATTERY	BATTERY FOR VEH# 501	135.35
204971	10/05/2023	Printed		7047	PRECISION AUTO CARE, INC	BLOWER MOTOR/CABIN AIR FILTER	406.46
204972	10/05/2023	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	324.06
204973	10/05/2023	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,756.86
204974	10/05/2023	Printed		8193	SIGNATURE PROPERTIES APT, LLC	PLANNING DEPOSIT REFUND	1,934.52
204975	10/05/2023	Printed		0849	THE SAFEMART OF SO CAL INC	PADLOCK FOR MCKENZIE GARDEN	22.29
204976	10/05/2023	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - AUG. 2023	97.00
204977	10/05/2023	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	801.84
204978	10/05/2023	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	218.49
204979	10/05/2023	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	84.81
204980	10/05/2023	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00

Total Checks: 25

Checks Total (excluding void checks):

401,550.58

Total Payments: 25

Bank Total (excluding void checks):

401,550.58

Total Payments: 25

Grand Total (excluding void checks):

401,550.58

**DRAFT MINUTES
LAWNDALE CITY COUNCIL REGULAR MEETING
October 2, 2023**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:31 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Sirley Cuevas, Councilmember Rhonda Hofmann Gorman, Councilmember Pat Kearney, Councilmember Bernadette Suarez

Other Participants: City Manager Sean M. Moore, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Hall, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Sergeant Justin Smith, Battalion Chief Brian Kane, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Development Manager Jared Chavez, Public Works Director Lea Reis, Community Services Director Mike Estes

B. CEREMONIALS

Mayor Pro Tem Cuevas led the flag salute and Pastor Dwight Dudley of Calvary Chapel South Bay provided the inspiration.

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

Sergeant Smith summarized the recent law enforcement activities and announced a Coffee With A Cop event at Target located at the Lawndale Plaza on October 18, 2023 at 9:00 a.m.

b. Los Angeles County Fire Department Update

Battalion Chief Kane summarized the recent Fire Department enforcement activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

Josh Standifer, Resident, commented on the grave marker found in the backyard of his property and asked if the City Council would consider assisting with a private investigation to find out what is underneath the marker.

Deena Sopko, Resident, commented on coyote sightings and that a cat was hit by a moving vehicle.

Randall Abram, Resident, commented on fireworks safety, and palm tree trimming requirements and the dangers of palm fronds.

Monica Padilla, Resident, commented on illegal fireworks, requested that the City enforce the fireworks ordinance and amend the property owner's liability provision.

Ray Hollar, Resident, commented on the Metro meeting and would like updates about the Metro C Line (Green) Extension Project from the City.

Norman Mason, Resident, commented on the need for traffic lines to be painted on Larch Avenue and on the service the Public Works Department provided him.

E. COMMENTS FROM COUNCIL

City Attorney Murphy announced that due to a conflict of interest with the Metro C Line (Green) Extension Project, Councilmember Hofmann Gorman will comment as a resident.

At this time, Rhonda Hofmann Gorman, Resident, commented on the Metro Meeting. She thanked the City's Special Counsel, residents, staff, and City Councilmembers who attended the Metro meeting. Resident Hofmann Gorman stated that she would like Metro to answer the questions the City submitted for the Draft Environmental Impact Report (EIR).

City Attorney Murphy reminded the public that he will not be commenting on the Metro project as his firm also has a conflict of interest; therefore, the City hired special counsel to assist with those matters.

Councilmember Hofmann Gorman asked Public Works Director Reis to speak with Resident Mason regarding his concerns, thanked everyone that attended tonight's meeting, commented on coyotes, and thanked Resident Abram for his remarks on fireworks use and for the report about palm tree trimming.

Councilmember Kearney thanked everyone that attended tonight's meeting and that made public comments, commented on speeding vehicles, and the traffic lines being requested on Larch Avenue.

Councilmember Suarez thanked everyone that attended tonight's meeting and deferred the request for a private investigation into the grave marker to special counsel, thanked Resident Abram for the report about palm tree trimming, commented on the illegal fireworks citations, and announced that the South Bay Cities Council of Governments (SBCCOG) Board of Directors will be visiting the Right-of-Way (ROW).

City Manager Moore commented that the City is still working on the illegal fireworks citation appeals, and that the graves are on Metro's ROW. He indicated that the responses to the comments made on the Draft EIR will be made available after the EIR is finalized.

Mayor Pro Tem Cuevas thanked everyone that attended tonight's meeting and commented on coyote sightings, palm tree trimming, falling palm tree fronds, and on the report that will be provided by Metro regarding the gravesite.

City Manager Moore explained that the City Council could consider regulating the trimming of palm trees on private property.

City Attorney Murphy commented on lawsuits that arise from falling palm tree fronds.

Mayor Pro Tem Cuevas asked how the City will handle the report from Metro regarding the gravesite.

City Manager Moore responded that staff will review the archeological report provided by Metro as they are the lead agency.

Mayor Pullen-Miles commented that State agencies will conduct investigations on the burial sites, thanked Resident Abram for the report on palm tree trimming, commented on palm trees and fronds, requested that notices be issued for palm tree trimming, suggested reducing the bail amount when requesting illegal fireworks appeals, and thanked residents for attending the Metro meetings.

F. CONSENT CALENDAR

1. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
2. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2310-039 authorizing the payment of certain claims and demands in the amount of \$508,313.83.
3. **Minutes of the Lawndale City Council Regular Meeting, September 18, 2023**
Recommendation: that the City Council approve.
4. **Routine Records Destruction**
Recommendation: that the City Council adopt Resolution No. CC-2310-038, approving the requests from the City Manager's Office, City Clerk's Department, Community Services Department and Public Works Department for authorization to destroy routine records as listed in the exhibits of the Resolution.

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Kearney to approve the Consent Calendar. The motion passed by a vote of 5-0.

G. ADMINISTRATION

5. **Potential Reschedule and/or Cancellation of Upcoming City Council Meetings**
Recommendation: that the City Council 1.) discuss if the City Council wishes to cancel the meeting on Monday, November 20, 2023; 2.) Cancel the City Council meetings on Monday, January 1, 2024, and Monday, January 15, 2024, and reschedule a City Council meeting to Tuesday, January 16, 2024; and 3.) Cancel the City Council meeting on Monday, February 19, 2024; or 4.) Provide staff with other direction.

Assistant City Clerk Hall presented the staff report.

Councilmember Hoffmann Gorman suggested holding meetings on Monday, November 20, 2023, Tuesday, January 2, 2024, Tuesday, January 17, 2024, and Tuesday, February 20, 2024.

Councilmember Suarez commented on canceling some meetings and stated that staff could schedule a Special Meeting if urgent City business arises.

Councilmember Kearney and Mayor Pullen-Miles both commented that they would like to hold a meeting on Monday, November 20, 2023.

Mayor Pro Tem Cuevas agreed to cancel some meetings and stated that a Special Meeting could be scheduled if needed.

By consensus, the City Council canceled the City Council meetings on Monday, January 1, 2024, and Monday, January 15, 2024; rescheduled a City Council meeting to Tuesday, January 16, 2024; and canceled the City Council meeting on Monday, February 19, 2024.

6. Request for Additional Funding for Increase to Contract with SPCA (Society for the Prevention of Cruelty to Animals) for Kenneling and Animal Care Services

Recommendation: that the City Council approve the Request for Additional Funding for Increase to Contract with SPCA (Society for the Prevention of Cruelty to Animals) for Kenneling and Animal Care Services, and Staff will prepare a new contract reflecting these changes for September 2023 - August 2024.

Municipal Services Director Reyes presented the staff report and corrected the funding requested.

Councilmember Kearney asked when the City was notified about the funding increase.

Municipal Services Director Reyes responded that the City was informed about the funding increase within the last 12 months.

Mayor Pro Tem Cuevas asked if residents are aware of the available after-hours services provided by the SPCA.

Municipal Services Director Reyes responded that only staff has 24-hour access to SPCA services to drop off animals.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Cuevas to approve the Request for Additional Funding for Increase to Contract with SPCA (Society for the Prevention of Cruelty to Animals) for Kenneling and Animal Care Services, and direct Staff to prepare a new contract reflecting these changes for September 2023 - August 2024. The motion carried by a vote of 5-0.

7. Lawndale Beat Fixed-route Transportation System Ridership Report

Recommendation: that the City Council 1.) receives and files this report; or 2) provides further direction.

Community Services Director Estes presented the staff report.

Councilmember Suarez asked what the current fare is.

Community Services Director Estes responded that the fare is \$0.75 cents for adults and children over six years of age, free for disabled citizens, senior citizens, and children under the age of six.

Mayor Pullen-Miles asked if service is provided to El Camino Community College and if adding a stop there is an option.

Community Services Director Estes responded that El Camino Community College is not serviced; however, bus services are free to students who show their student identification card.

Mayor Pro Tem Cuevas commented about the process to add a route to El Camino Community College.

Councilmember Kearney commented on the cost of adding a stop to the route and gas prices.

Discussion ensued among the City Councilmembers and staff regarding increasing ridership for different rider groups, advertising strategies and the Google maps feature.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to advertise the Lawndale Beat Fixed-route Transportation services by installing banners on Hawthorne Boulevard, utilize social media, the City's website, and City TV. The motion carried by a vote of 5-0.

8. Public Works Part-Time Office Assistant Amendment

Recommendation: that the City Council approve funding for the part-time Office Assistant position and approve the budget amendment of \$18,199.

Finance Director Manuelian presented the staff report.

Mayor Pro Tem Cuevas asked what are the responsibilities and work hours of the part-time Office Assistant.

Public Works Director Reis responded that the responsibilities would include answering telephones, assisting customers at the counter, route work orders, and schedule will be from 9:00 a.m. to 2:00 p.m.

Councilmember Hofmann Gorman inquired about the workload and the need for a part-time position.

Public Works Director Reis responded that the part-time position will relieve staff of telephone calls, counter assistance, and work order routing.

City Manager Moore commented that the department has had this position in the past and continues to be an area of need.

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Kearney to approve funding for the part-time Office Assistant position and approve the budget amendment of \$18,199. The motion carried by a vote of 5-0.

H. CITY MANAGER REPORT

City Manager Moore reported that he and staff went to view the grave marker in the residents' back yard and commented that Public Works staff was performing bulky-item pick-ups.

I. ITEMS FROM CITY COUNCILMEMBERS

9. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

Councilmember Hofmann Gorman attended a Metro meeting as a resident, California Contract Cities Association Legislative Committee meeting via Zoom, and the Lawndale High School Homecoming Football Game.

Councilmember Kearney attended the Centinela Valley Union High School District (CVUHSD) 7th Annual Industry Partner Breakfast, Lawndale Clean-Up Day, and a Metro meeting.

Councilmember Suarez attended the CVUHSD 7th Annual Industry Partner Breakfast, Metro meeting, and a SBCCOG meeting.

Mayor Pro Tem Cuevas attended the 125th League of California Cities Annual Conference and Expo, Seminar on Fentanyl Crisis, Latino Caucus Business Meeting, asked City Attorney Murphy if the City can pass a law to supersede Los Angeles County's zero bail law and if the City can join another City's lawsuit.

City Attorney Murphy responded that the City's laws would only be applicable to enforcing the City's codes and commented that he will brief the City Council at a separate time on whether the City can join another City's lawsuit.

Mayor Pullen-Miles attended a Metro meeting, Los Angeles County Sanitation Districts meeting, and he met with Los Angeles County Supervisor Holly Mitchell. He asked that the City assist in promoting the Los Angeles County Sheriff's Department's job openings, attended Lawndale Clean-Up Day and asked staff about electronic bicycle and electronic scooter regulations.

City Manager Moore commented that the City has an electronic bicycle and electronic scooter ordinance, and that staff will bring back a report to the City.

J. CLOSED SESSION

10. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(2), because there is significant exposure to litigation in one (1) case. Facts unknown to the potential plaintiff.

City Attorney Murphy read the aforementioned Closed Session matter by title only.

The City Council convened into closed session at 8:03 p.m.

The City Council reconvened from closed session at 9:31 p.m.

City Attorney Murphy announced that there was no reportable action for Closed Session Item No. J.10 with Legal Counsel – Anticipated Litigation. City Attorney Murphy stated that by consensus the City Council gave staff direction; however, this action is not reportable under the Brown Act.

K. ADJOURNMENT

The Mayor adjourned the meeting in memory of the late Senator Diane Feinstein, who served in the Senate for 31 years and passed away on September 29, 2023.

There being no further business to conduct, the Mayor adjourned the meeting at 9:35 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 10/16/2023



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

October 16, 2023

TO: Honorable Mayor and City Council
FROM: Sean M. Moore, City Manager
PREPARED BY: Mike Estes, Director of Community Services
SUBJECT: Joint-use Parks Agreement

BACKGROUND

On June 30, 2020, the City issued a written notice of termination to the Lawndale Elementary School District (LESD) informing them that the joint-use agreements (JUA's) for Jane Addams, William Green and Rogers/Anderson parks would terminate on June 30, 2021. However, the letter confirmed that the existing agreements would be extended to June 30, 2023 to allow time for the City and LESD to negotiate new agreements. Although no agreement was in place as of June 30, 2023, both parties continued to negotiate and subsequent short-term agreements were agreed to in order to keep the negotiations moving and the parks open in the interim.

STAFF REVIEW

On October 4, 2023, the City and LESD agreed to terms for a new 3-year Master Agreement for all three parks mentioned above. Although many terms of the new agreement are similar to the agreements which terminated on June 30, 2023, a second agreement, or Repair Agreement, was created to clarify each party's responsibility in addressing semi-major repair items.

Master Agreement:

The term of the 3-year Master Agreement will commence on October 20, 2023 and end on October 6, 2026. Consistent with the former agreements, the City will continue to oversee, facilitate and pay for landscaping services at all three park facilities identified in the agreement. In return, LESD will provide restricted use of Jane Addams, William Green and Rogers/Anderson parks at no cost to the City. There are some changes from the previous agreements to the Master Agreement that should be brought to the attention of the City Council:

1. Park Space (Exhibit A):

In the previous agreements, the Recreational Area for each facility was defined by the fence line dividing each school/park. In the new Master Agreement, it appears that the City has lost key areas at each park location. Specifically, when looking at the green shaded areas on the exhibits it appears that the City no longer has access to any blacktop areas inside the Recreational Area of each park location. It is uncertain whether those areas will be available to the public during park hours, and this will have to be discussed with the District as we move forward.

2. School-related Activities (Section 1, District Use, Page 2):

In the former agreement, LESD was able to use any of the parks exclusively when there are “school-related activities”. In the new Master Agreement, LESD has expanded/clarified the definition and added six additional and broad categories of use: 1) after-school programs; 2) school athletics; 3) school club activities; 4) PTA activities; 5) school fundraisers; and 6) graduation ceremonies. The impact of this change is uncertain.

3. Restrictions on Use (Section 5A/9B, Page 3 and 6):

The City has no right to use and shall not permit the District Facilities to be used for a purpose that is prohibited by the District’s insurance policy. Furthermore, at an annual meeting with the City Manager, or prior to such meeting, the District shall provide the City with a list of uses prohibited by the District’s insurance policy.

4. Excluded Facilities (Section 5C, Page 3):

In the Master Agreement, Bollinger Gymnasium has been included as an “Excluded Facility”. The Master Agreement confirms that the City may rent this facility on an event-by-event or one-time event basis via the school district’s facility reservation system but there is no right to ongoing or repeated use. If the City desires to use the gymnasium on an ongoing basis, the agreement clearly states that LESD may deny the request, or could require an amendment to the Master Agreement. However, there is a clause requiring the City Manager and Superintendent to meet annually at which time the use of excluded facilities could be discussed.

5. Failure to Perform Maintenance Obligations (Section 6F, Page 5):

Capital improvement projects shall normally be subject to an equitable cost sharing model of 50% by each entity. However, if the capital improvement project at issue is determined to be caused due to the City’s negligence or failure to repair such item and the result leads to accelerated deterioration, the City is required to replace the entire element. For example, if the City fails to slurry seal one of the parking lots on schedule and the lot suffers accelerated deterioration, the City would be obligated to pay 100% of the ultimate replacement costs for the entire parking lot.

6. Surrender Clause (Section 13, Page 9):

If the City does not continue to use any of the parks after the termination of the new Master Agreement, the City shall peaceably and quietly leave the parks and yield all alterations, additions and improvements made to the facilities. This means any capital expenditures would be lost with no straight-line depreciation or payback; it also means that if the City is required for any reason to depart from an individual site it does so with no continuing obligations. As well, the termination clause is twelve months in advance for both parties; however, there is no compensation for recreation elements installed by the City if the agreement is terminated prior to those elements’ useful life elapsing.

7. Loss of Use of District Facilities (Section 17, Page 12):

If any of the District Facilities is damaged by fire, casualty or other cause and are rendered unusable, or if any authority having jurisdiction shall order demolition or removal of any District Facilities, the agreement becomes null and void. The parties could enter into a new agreement upon the District Facilities being made usable again, but the City has no control over the timing of that.

Repair Agreement:

The second agreement, called the “Repair Agreement” has a term commencing on October 20, 2023 and concluding October 6, 2026 and has no extension options.

City Obligations/Parking Lot Asphalt Project (Section 3a, Page 2):

The City shall complete the Rogers/Anderson Parking Lot Asphalt Project no later than October 24, 2024. The remaining two parking lot projects may be completed during year two and three of the Repair Agreement; however, shall be completed no later than the Master Agreement expiration date, or October 6, 2026.

City Obligations/Irrigation Projects (Section 3b, Page 2):

The City shall be responsible for the performance and all costs and expenses associated with the Irrigation Project and must meet and confer with LESD regarding phasing of the projects to ensure consistency with the Repair Agreement and with minimal impact on school operations. In the event the City does not complete the Parking Lot Asphalt Project or the Irrigation Repair Project by the completion date, the City shall pay the district a per diem of \$1,000.00 until completed.

LESD Obligations (Section 4):

The district shall be responsible for the performance and all costs and expenses associated with the Fencing Project.

LEGAL REVIEW

The City Attorney's office has reviewed the attached Master Agreement, associated Repair Agreement and staff report and has approved them to form.

FISCAL IMPACT

There is no immediate fiscal impact; however, preliminary estimates suggest the Asphalt Repair Project included in Master Agreement and Repair Agreement is estimated to cost approximately \$1,500,000.00.

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize the City Manager to execute both the 3-year Master Agreement and associated Repair Agreement between the City of Lawndale and the Lawndale Elementary School District for the Provision, Use and Maintenance of Educational, Recreational and Community Facilities and Programs; or
2. Provide further direction.

Attachments:

1. Master Agreement for the Provision, Use and Maintenance of Educational, Recreational and Community Facilities and Programs
2. Repair Agreement

Attachment A

**MASTER AGREEMENT BETWEEN THE CITY OF LAWNSDALE
AND LAWNSDALE ELEMENTARY SCHOOL DISTRICT FOR THE
PROVISION, USE AND MAINTENANCE OF EDUCATIONAL,
RECREATIONAL AND COMMUNITY FACILITIES AND PROGRAMS**

THIS MASTER AGREEMENT for the provision, use and maintenance of educational, recreational and community facilities ("Agreement") is entered into as of the 20th day of October 2023 (the "Effective Date") by and between the CITY OF LAWNSDALE, a municipal corporation ("City"), and the LAWNSDALE SCHOOL DISTRICT, a public school district duly organized under the laws of the State of California ("District"). City and District may be referred to as "parties" herein.

RECITALS

A. Pursuant to the provisions of Title 1, Division 1, Part 7, Chapter 10 of the California Education Code (commencing with section 10900), Title 1, Division 7, Chapter 5, Article 1 of the California Government Code (commencing with section 6500), and section 37110.5 of the California Government Code, the City and the District are authorized to enter into an agreement providing for educational, recreational, and community facilities and programs.

B. The District is able and willing to provide, and has previously provided, the City with the use of valuable educational and recreational facilities for use by the City in carrying out its programs for the benefit of its residents, including but not limited to, athletic fields, playgrounds, play yards and play equipment located at the following properties owned by the District and identified as (1) the William Anderson and Will Rogers School ("Anderson/Rogers"), (2) the William Green School ("Green"), and (3) the Jane Addams School ("Addams") (collectively, the "Park Sites" and/or the "District Facilities").

C. The foregoing facilities and programs will allow the children and other residents of the City of Lawnsdale to experience a level and breadth of parks and recreation services that they would not otherwise receive due to the manner in which the jurisdiction was built out and the now fully-urbanized nature of the community.

D. It is the desire of the District and the City, upon the express terms and conditions set forth in this Agreement, to establish specific terms and conditions for specific properties and facilities for the mutual benefit and use of each party, pursuant to the terms set forth herein.

E. The District and the City acknowledge that this Agreement is being entered into by each party for the mutual benefit of each as well as for the benefit of the community that they jointly serve.

F. It is in the public interest that the City and the District enter into this Agreement in order to maximize the use of the District's facilities and programs for the promotion of the general public welfare. The City Council and the District's Board of Education hereby determine and find that the payments and services provided by each party are for a public purpose for matters within the jurisdiction of the City Council and the Board of Education. The terms and conditions of this Agreement serve a direct and substantial public purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District hereby agree as follows:

Section 1. Definitions. Unless otherwise provided in this Agreement, including its exhibits, the following terms shall be defined as set forth below:

“City Manager”: City Manager for the City.

“City Sanctioned”: Approved by the City Manager or his/her designee.

“Director”: Lawndale Director of Parks and Recreation or his/her designee.

“District Facilities”: means and includes the recreational facilities, athletic fields, recreational courts and related parking facilities located at the following school sites, as identified and described in Exhibits A-C

- (1) William Anderson and Will Rogers School,
- (2) Jane Addams School,
- (3) William Green School.

“Educational Activities”: Those activities that are (1) classroom instruction; (2) extracurricular activities supervised by the District, whether or not provided in a classroom; or (3) other activities of students, faculty and administrative staff directly related to classroom instruction and extracurricular activities at each school approved by the Superintendent or designee.

“District Use”: The District shall have priority use of the Park Sites during the normal school day. As used herein, “normal school day” refers to that period of time when classes are in session, including the regular school year, summer sessions and inter-sessions (year-round school). In addition to use during normal school days, District shall have priority use of the Park Sites for school-related activities, events and functions during all times other than those within the normal school days. By way of example and not by way of limitation, school-related activities include uses for after-school programs, school athletics, school club activities, parent/teacher association activities, school fundraisers, graduation ceremonies and related commencement activities. At all other times, the City shall have the right to the full and unrestricted use of the Park Sites.

Section 2. Term of Agreement. The term of this Agreement is for three (3) years from the Effective Date defined above("Term"), unless otherwise terminated pursuant to Section 12.

Section 3. District Facilities. Depictions of District Facilities that are the subject of this Agreement are attached hereto as Exhibit A. Any District-owned facilities not expressly identified as part of this Agreement shall not be included as part of the definition of District Facilities for purposes of this Agreement.

Section 4. Grant and Covenant. The District hereby grants to the City a license to use District Facilities subject to the general terms set forth in this Agreement, and the specific terms which may be set forth in subsequent, site-specific agreements.

Section 5. District Obligations to Make Available District Facilities.

The District shall make the District Facilities available to the City subject to the terms of this Agreement.

A. Restriction on Use. The City has no right to use and shall not permit the District Facilities to be used for a purpose or in a manner that:

1. Is not legal;
2. Is not a use for which the District Facilities were designed; or
3. Is prohibited by the District's insurance policies.

B. Site Specific Terms and Conditions. The parties previously developed site-specific agreements for the City's use of each of the Park Sites. This Agreement, including the Exhibits, supersedes in full the former site-specific agreements. Exhibit B specifies additional terms for use by the City, subject to site-specific terms and conditions, of the District Facilities located at the following schools: (1) William Anderson and Will Rogers School, (2) Jane Addams School, and (3) William Green School (collectively, the "Schools").

2. To the extent that any provision in any Exhibit or any site-specific agreement the parties may execute in the future conflicts with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail unless the terms of such site-specific agreement expressly state that the site-specific agreement shall prevail notwithstanding this Section. The parties may enter into additional site-specific agreements and any such agreements shall be subject to all provisions in this Agreement as if expressly stated in that specific agreement.

C. General Use of District Facilities / Excluded Facilities. Unless expressly included in this Agreement, no other facilities owned by the District, even if located on one of the Schools, shall be considered part of the District Facilities and instead shall be referred to as "Excluded Facilities". By way of example and not limited to, the Bollinger Gymnasium at Will Rogers School is part of the Excluded Facilities and, therefore, is not included in this Agreement as part of the District Facilities. Excluded Facilities that are subject to the Civic Center Act may be rented out through the District's facilities use agreement following the process established by the District under the Civic Center Act. From time to time, the City may desire the use of Excluded Facilities. In such instances, the City

shall submit its request for such use in writing to the District. The District shall consider such request and may deny the request if the District determines, in its sole discretion, that the requested use would interfere with District activities or Civic Center Act uses, or would damage District facilities because such facilities were not designed to accommodate the proposed use. The parties agree that requested uses under this provision will be for one-time uses of the requested District facilities. If an ongoing use of an Excluded Facility is requested by the City, the parties may, but are not obligated to, negotiate and amend this Agreement to set forth the terms and conditions under which such ongoing use of an Excluded Facility would be permitted. The parties agree that the City Manager or his representative and the District Superintendent or his representative must mutually agree as to the use of any Excluded Facility under the terms of this provision.

D. **Civic Center Act.** Both parties acknowledge that one or more of the District Facilities may be identified as a "Civic Center" pursuant to Education Code Sections 38130 et seq. (Civic Center Act") and that subsequent to identification as a Civic Center the use of the District Facility must comply with the provisions of the Civic Center Act. To the extent permitted by law, and regardless of whether the District Facility is designated a Civic Center, the Parties shall charge a fee, in accordance with District policy and based on the current District schedule of charges, to organizations or persons other than the Parties to cover expenses of the particular activity or service conducted at the Park Site.

E. **Use of Facilities During Emergencies.**

1. In the case of a declared local, state or federal emergency, the District shall use its best efforts to allow the use of District Facilities for the sheltering of persons and any other use related to the emergency.

2. In connection with any such emergency, the District and the City shall coordinate with regard to locating emergency containers at each of the District school sites. The District shall provide a location on each campus that is acceptable to the City in size and location. The City shall remove the emergency containers within 24 hours after the declared emergency no longer exists. Under no circumstances shall the emergency containers remain on District property year round.

F. **Tour of District Facilities.** During the month of July or August of each year during the Term on a date and time mutually agreeable to the parties, the District shall provide to the City Manager and other staff designated by the City a tour of District Facilities.

Section 6. City Obligations. In consideration for the City's use and the District's provision of the facilities and programs as described herein, the City shall provide to the District the following compensation:

A. **Annual Payment for Use of District Facilities.** During the Term, the City shall make an annual payment of Zero Dollars (\$0.00) to the District for City use of District facilities.

B. **Maintenance of Park Facilities and Athletic Fields.** The City shall maintain the Park Facilities and Athletic Fields components of the District Facilities identified in Exhibit C in accordance with the maintenance standards applied at other District facilities and identified by the

District in Exhibit C (the "Maintenance Standards") as consideration for the City's use of the District Facilities

C. Resurfacing of Hardscape. The City will be responsible for the hardscape and associated parking lot capital improvements as defined and described in Sections 2(a) and 3(a) of that "Repair Agreement" entered into by the Parties concurrently with this agreement. The City will further be responsible to maintain in operable condition for the full term of this Agreement the improvements as set forth in Section 3(d) of the Repair Agreement. Upon completion of each parking lot under the Repair Agreement, said parking lot will thereafter, be resurfaced, slurried and striped every five to seven (5-7) years as part of the regular maintenance of the parking lots. Should an individual parking lot experience significant surface issues on a more regular basis that impact operational use due to outside causes (e.g., tree root intrusion) the City will meet and confer with the District on remediation activities.

1. The parties recognize that failure to keep the parking lots current with the maintenance required under Section 6 C above would result in an accelerated deterioration of the parking lots and a decreased life-span and such failure by the City shall be deemed negligent performance of maintenance obligations for purposes of Section 6.F.

D. Improvements to District Facilities. The City Manager or designee and the District Superintendent or designee shall meet, when necessary, to discuss enhancements to the District Facilities including but not limited to playground equipment, tables and benches, and athletic field-related enhancements. Upon written agreement of the City Council and the District Board, the City may fund agreed-upon improvements to some or all of the District Facilities. Any improvements to be made to any of the District Facilities will be pursuant to plans and specifications approved by the District and, if required, the Division of the State Architect.

E. Maintenance and Repair Fund. On an annual basis, all fees received by the City from organizations or persons other than the District for use of any of the District Facilities, or related to the use of any of the District Facilities shall be placed into a separate fund ("Maintenance and Repair Fund"), which fund shall be used for maintenance and repair of District Facilities and for no other purpose and subject to audit annually

F. Failure to Perform Maintenance Obligations. Capital improvements shall normally be subject to a equitable cost sharing model under which each party shall bear 50% of the cost of the improvement unless the parties meet and confer and jointly agree to a different cost-sharing plan. In the event capital improvements are required directly as a result of a failure of the City to perform any of its maintenance obligations under this Agreement and/or due to the City's negligent performance of any of its maintenance obligations under this Agreement, the City shall be responsible for the cost and performance of such capital improvements. By way of example only and not as a limitation, if the City were to fail to perform the parking lot maintenance required under Section 6 C above and such failure resulted in the accelerated deterioration and consequent decreased life-span of any of the parking lots, the City would be responsible for replacing the parking lot.

Section 7. Annual Field Closures. The District and the City agree that in order to obtain maximum use from District Facilities, annual field closures must occur to allow for necessary field refurbishment. By July 1 of each year during the Term of this Agreement, the City will submit to the District an "Annual Field Maintenance Closure Schedule" ("Schedule") showing the requested closure periods, indicated by closing and opening dates and by field name. The District will review the schedule and submit requested revisions within thirty (30) days of receipt of the Schedule. If no revisions are received by the City within the thirty (30) day period, the Schedule will be in force from September 1 to August 31 of the following year. If the District disagrees with the Schedule, the City and the District will negotiate a revised Schedule. If a satisfactory agreement regarding field closures for maintenance cannot be made, the City will make reasonable efforts to maintain the fields pursuant to the terms of this Agreement as set forth in the Exhibits but shall be relieved of its obligation to meet the Maintenance Standards to the extent that meeting those standards would reasonably require periodic field closures.

Section 8. Rules and Regulations. The City may formulate and enforce such rules and regulations that apply to its use of District Facilities as are appropriate to conduct recreational activities outside of school hours. The City shall not permit any person or organization to use District Facilities where such use is inconsistent with Education Code Sections 10900 through 10915 and other applicable laws.

Section 9. Annual Report and Meeting.

A. Accountability and Audit.

1. The City shall maintain records of the Maintenance and Repair Fund maintained by the City for the receipt and disbursement of any funds received in connection with this Agreement according to accepted government accounting principles, which records shall be available to the District for audit. The City shall allow a representative of the District to examine, audit and make transcripts or copies of such records during regular business hours upon 10 days' notice to the City by the District. The City shall provide the District with its full cooperation in any audit or request for examination of records.

B. Annual Meeting. The City Manager and the District Superintendent shall conduct an annual meeting no later than June 1 of each year during the Term to ensure compliance with this Agreement and to discuss issues including but not limited to whether certain facilities should be added to or deleted from this Agreement. At or prior to that annual meeting, the District shall provide the City with a list of uses prohibited by the District's insurance policies so that the City may comply with Section 5.A.3 above.

Section 10. Insurance.

A. During the Term, the City shall maintain, at its own expense, general liability insurance or self-insurance that governs its use of District Facilities in the minimum amount of \$5,000,000 per occurrence. To the extent that the City does not self-insure to meet this obligation, the City shall evidence the existence of proper insurance by sending an appropriate certificate of coverage to the District, which shall provide for ten (10) days' advance notice to the District prior to cancellation or alteration of such coverage and name the District as an additional insured. The

insurance afforded by this policy shall be primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing.

B. During the term of this Agreement, the District shall maintain, at its own expense, general liability insurance or self-insurance with respect to District Facilities in the minimum amount of \$5,000,000 per occurrence. To the extent that the District does not self-insure to meet this obligation, the District shall evidence the existence of proper insurance by sending an appropriate certificate of coverage to the City, which shall provide for ten (10) days' advance notice to the City prior to cancellation or alteration of such coverage and name the City as an additional insured. The insurance afforded by this policy is primary and any other insurance carried by the City with respect to the matters covered by such policy shall be excess and non-contributing.

C. In the event the City subcontracts the maintenance of District Facilities to a third party (the "Subcontractor"), the City shall require that the Subcontractor have the following forms of insurance coverage:

1. Liability Insurance. The Subcontractor shall procure a policy of liability insurance with a company listed in the current A.M. Best's Insurance Guide with a rating of B+ or better, which company is authorized to do business in the State of California, and which policy will protect the District against any and all liability for death, injury, loss, or damage to person or property arising out of or in any manner incident to the Subcontractor's operations under any contract with the City for the maintenance of District Facilities. Such policy of insurance shall contain not less than \$1,000,000 combined single limit coverage per occurrence and \$3,000,000 aggregate against any injury, death, loss, or damage as a result of wrongful or negligent acts or omissions by the Subcontractor.

2. Workers' Compensation Insurance. The Subcontractor at all times shall keep and maintain workers' compensation insurance, at its own expense, for all persons employed by it, in connection with the maintenance contract as required by California law and any other applicable laws, and shall hold the District harmless from all liability that may arise by reason of injuries while performing any work or labor necessary to carry out the provisions of this Agreement. The Subcontractor shall, during the life of its maintenance contract, keep on file with the District evidence that the Subcontractor is fully and properly insured as required by California Workers' Compensation insurance laws and any other applicable laws, which insurance shall be approved by the District as to form and sufficiency.

3. The Subcontractor shall deliver a certificate of insurance coverage to the District (either directly or through City) evidencing the existence of such coverage before such Subcontractor commences activity at any District Facility and such policy shall name the City and the District as additional insureds on the policy of general liability. The general liability policy shall provide the following endorsement:

"This policy shall not be suspended, canceled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the Lawndale Elementary School District, at 4161 W. 147th Street, Lawndale, California 90260. Date of suspension, cancellation, reduction in coverage or non-renewal shall not be less than 10 days after the date of mailing of such notice. The insurance afforded by this policy is primary and any other

insurance carried by the City or Lawndale Elementary School District with respect to the matters covered by such policy shall be excess and noncontributing.”

4. The Subcontractor shall pay, at its own expense, all premiums upon the required policies of insurance and shall maintain the same in full force and effect during the period in which the Subcontractor performs work on District Facilities. The procuring of such policies of insurance shall not be construed as a limitation of the Subcontractor’s liability; the Subcontractor’s liability being, notwithstanding said policy of insurance, for the full and total amount of any damage, injury, or loss caused by or incident to the Subcontractor’s operations under the applicable contract.

D. Supervision and Clean-Up: During their respective times of use as set forth in this agreement, City and District shall be responsible for adequate supervision, staffing and clean-up of the District Facilities. City and District shall require any contract with any user of the District Facilities to require adequate supervision, staffing and clean-up. All clean-up shall be completed no later than the commencement of the next school day. If no user fee is charged to contract users by City, City shall assume the responsibility for supervision, staffing and clean-up. City and District agree that no use of the District Facilities will be allowed when such use involves the consumption or possession of alcohol and/or illegal or controlled substance nor shall any use be allowed which would damage the school site except for normal wear and tear.

E. The obligations created by this Section shall survive the termination of this Agreement for actions occurring while the Agreement was in effect.

Section 11. Indemnification.

A. Indemnification of District by City. City shall be responsible for acts or omissions of City, its officers, representatives, agents, employees or third party users under contract with the City arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless District, its officers, agents and employees, from and against all claims, actions, damages, liabilities, and expenses, including attorneys’ fees in connection therewith, without any right of contribution or indemnity from District, its officers, representatives, agents or employees.

B. Indemnification of City by District. District shall be responsible for acts or omissions of District, its officers, representatives, agents, employees or third party users under contract with the District arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless City, its officers, agents and employees, from and against all claims, actions, damages, liabilities, and expenses, including attorneys’ fees in connection therewith, without any right of contribution or indemnity from City, its officers, representatives, agents or employees..

C. No Indemnity for Punitive Damages: The indemnity provisions set forth in this Section shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

D. Tort Liability: Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as

defined in Government Code Section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act of omission occurring in the performance of this agreement, to the same extent that such liability would be imposed in the absence of Government Code. Section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense, including reasonable attorneys' fees, that may be imposed upon or incurred by such other party solely by virtue of Government Code Section 895.21.

E. This Section shall survive the expiration or earlier termination of this Agreement.

Section 12. City and District's Right to Terminate.

A. The District shall have the right, upon giving the City twelve (12) months' advance written notice, to terminate this Agreement with respect to all or a portion of each of the District Facilities.

B. The City shall have the right, upon giving the District twelve (12) months' advance written notice, to terminate this Agreement with respect to all or a portion of each of the District Facilities.

Section 13. Surrender.

Only in the event the City does not continue to use any of the Parks after the termination of this Agreement, the City shall, on or before the expiration date of this Agreement, or on the earlier termination of this Agreement, peaceably and quietly leave, surrender and yield up unto the District the District Facilities, together with all alterations, additions and improvements which may have been made upon the District Facilities. In the event the City continues to use any of the Parks, whether under an extension to the Term of this Agreement and/or by entering into a new agreement allowing for the City to continue to use any of the Parks, this Section 13 "Surrender" shall not apply and the City shall not be required to "leave, surrender and yield up unto the District the District Facilities, together with all alterations, additions and improvements which may have been made upon the District Facilities."

Section 14. Assignment.

A. Except as otherwise provided for herein, the City may permit only City-sanctioned events at District Facilities, and may not otherwise assign all or any portion of its rights hereunder or delegate any of its duties hereunder, without the prior written consent of the District, not to be unreasonably withheld. Any purported assignment or delegation in violation of this Section is void ab initio.

B. Notwithstanding Section 14.A, the City may permit or license third parties to use District Facilities, without further approval by the District provided that such use complies with the terms of this Agreement.

C. The City covenants and agrees that no assignment or transfer of its right to use District Facilities as created herein shall relieve the City of any of its covenants or obligations accruing after

such assignment or transfer, but the City shall remain obligated under this Agreement for the duration of the Term hereof, unless the District provides the City with a written release of the City's obligations under this Agreement. In all events, the obligations of the City to indemnify, defend and hold harmless the District in accordance with Section 11 will survive the termination of this Agreement.

Section 15. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restriction, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, or other occurrences beyond the reasonable control of the party obligated to perform any term, covenant or condition of this Agreement, shall excuse the performance by such party, for a period equal to any such prevention, delay or stoppage, provided that the obligated party could not have avoided such delay through the exercise of due diligence, and provided further that the obligated party notifies the other party within a reasonable time after the obligated party becomes aware that such occurrence will or is likely to result in such prevention, delay, or stoppage.

Section 16. Dispute Resolution.

A. In the event of any dispute or claim between the parties arising out of this Agreement, or the breach or interpretation thereof, the parties shall attempt to resolve such dispute or claim, in the following order:

1. Good faith negotiation
2. Mediation
3. Binding Arbitration.

B. Mediation. If good faith negotiation does not resolve the dispute or claim, the parties shall try in good faith to settle the dispute through mediation administered by the Judicial Arbitration and Mediation Service ("JAMS") located in Los Angeles County, California, prior to either party initiating against the other a demand for binding arbitration pursuant to the provisions and procedures set forth in Section C below.

1. Request for Mediation and Selection of Mediator.

The party requesting mediation shall deliver a written request to mediate the dispute to the other party to this Agreement and to JAMS. The request shall include a brief statement of the party's claim, the amount thereof, and the name of the proposed retired judge from JAMS to mediate the dispute. Within ten (10) days after the request for mediation, the other party against whom the request is made shall deliver a written response to the demanding party and to JAMS. The response shall include a short and plain statement of the party's defenses to the claim and shall also state whether the party agrees to the mediator chosen by the requesting party. In the event the parties cannot agree upon a mediator within thirty (30) days after the request for mediation, JAMS shall select and name a mediator to conduct the mediation.

1. Venue.

The place of the mediation shall be in Los Angeles County, California.

2. Time Limitations.

If the dispute is not resolved within sixty (60) days after the initiation of mediation, either party may demand binding arbitration in accordance with the procedures and provisions of Section C below.

C. Binding Arbitration.

In the event a dispute under this Agreement is not resolved within sixty (60) days after the initiation of mediation, either party thereafter seeking binding arbitration shall deliver a written notice of demand of arbitration to the other party and to JAMS. The demand shall include a brief statement of the party's claim, the amount thereof, and the name of the proposed retired judge from JAMS to decide the dispute. The party demanding arbitration may request that the JAMS mediator serve as the arbitrator. Within ten (10) days after receipt of the demand, the other party against whom a demand is made shall deliver a written response to the demanding party and JAMS. The response shall include a short and plain statement of the party's defenses to the claim and shall also state whether the party agrees to the arbitrator chosen by the demanding party. In the event the parties cannot agree upon an arbitrator within thirty (30) days after the receipt of the demand, JAMS shall select and name an arbitrator to conduct the hearings.

1. Venue.

The place of the arbitration shall be in Los Angeles County, California.

2. Discovery.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, whose determination shall be conclusive. All discovery shall be completed within forty-five (45) days following the appointment of the arbitrator.

3. Powers of the Arbitrator.

The arbitrator's powers shall be limited as follows: The arbitrator shall follow the substantive laws of the State of California, including rules of evidence, and the terms of this Agreement. The arbitrator's decision shall be supported by substantial evidence. The arbitrator shall have no power, authority or jurisdiction to award any punitive or exemplary damages,

4. Third Parties.

In the event any person or entity which is not a party to this Agreement is necessary for the complete and final resolution of any matter in controversy under this Agreement, such third party may be joined as a party. If such third party refuses to consent to be included in the arbitration between the parties to this Agreement by consolidation, joinder or any other manner, then the parties

to this Agreement shall not be compelled to arbitrate such dispute.

5. Timing of Award.

The award shall be made within six (6) months of the filing of the notice of intention to arbitrate (demand) and no later than thirty (30) days after the closing of the arbitration hearing. The arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be shortened or extended by agreement of the parties or by the arbitrator, if necessary.

6. Judgment upon Award.

Upon the request of either party, judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

7. Amendment: This Agreement may be amended or modified only by an agreement in writing by the governing body of each party hereto.

Section 17. Loss of Use of District Facilities. If any of the District Facilities shall be so damaged by fire, casualty or other cause or happening as to be rendered unusable, or if any authority having jurisdiction shall order the demolition or removal of any District Facilities, then as to those facilities, this Agreement shall cease and become null and void. The District shall have no obligation to restore said facilities or put them in proper condition for use and occupancy and the City shall have no further duty to maintain such facilities.

Section 18. Co-Administrators. The City Manager, or the City Manager's designee, and the District's Superintendent or the Superintendent's designee, are hereby designated as the co-administrators of this Agreement subject to the rights and obligations set forth herein and subject to the direction of their respective governing agencies.

Section 19. Miscellaneous.

A. Emergency Contacts (24-Hour Messaging).

District:

Name: Howard Ho

Title: Assistant Superintendent of Business

Telephone: (310) 973-1300

Email: howard_ho@lawndalesd.net

City:

Name: Sean Moore
Title: City Manager
Telephone: (310) 973-3200
Email: smoore@lawndalecity.org

B. Notice. Any notice which is required or permitted to be given by any provisions of this Agreement, may be given by hand delivery, by any overnight courier service providing dated evidence of delivery, or by U.S. Certified mail return receipt requested. Each notice shall be addressed as follows:

If to the City: City of Lawndale
14717 Burin Avenue
Lawndale, California 90260
Attn: City Manager

with a copy to: Burke, Williams & Sorensen, LLP
444 South Flower Street
Los Angeles, California 90071
Attn. Lawndale City Attorney

If to the District: Lawndale Elementary School District
4161 W. 147th Street
Lawndale, California 90260
Attn: Superintendent

with a copy to:
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, California 90703
Attn: Constance J. Schwindt

The City and the District may each designate different addresses for the receipt of notice by delivering notice of any such change of address to the other party. Notices shall be deemed given as of the date of delivery.

C. Counterparts. This Agreement may be executed in any number of counterparts, each which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the date above set forth.

IT IS SO AGREED:

LAWNDALE ELEMENTARY SCHOOL DISTRICT

Dated: _____, 2023 By: _____
Print Name: _____
Title: _____

CITY OF LAWNDALE

Dated: _____, 2023 By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

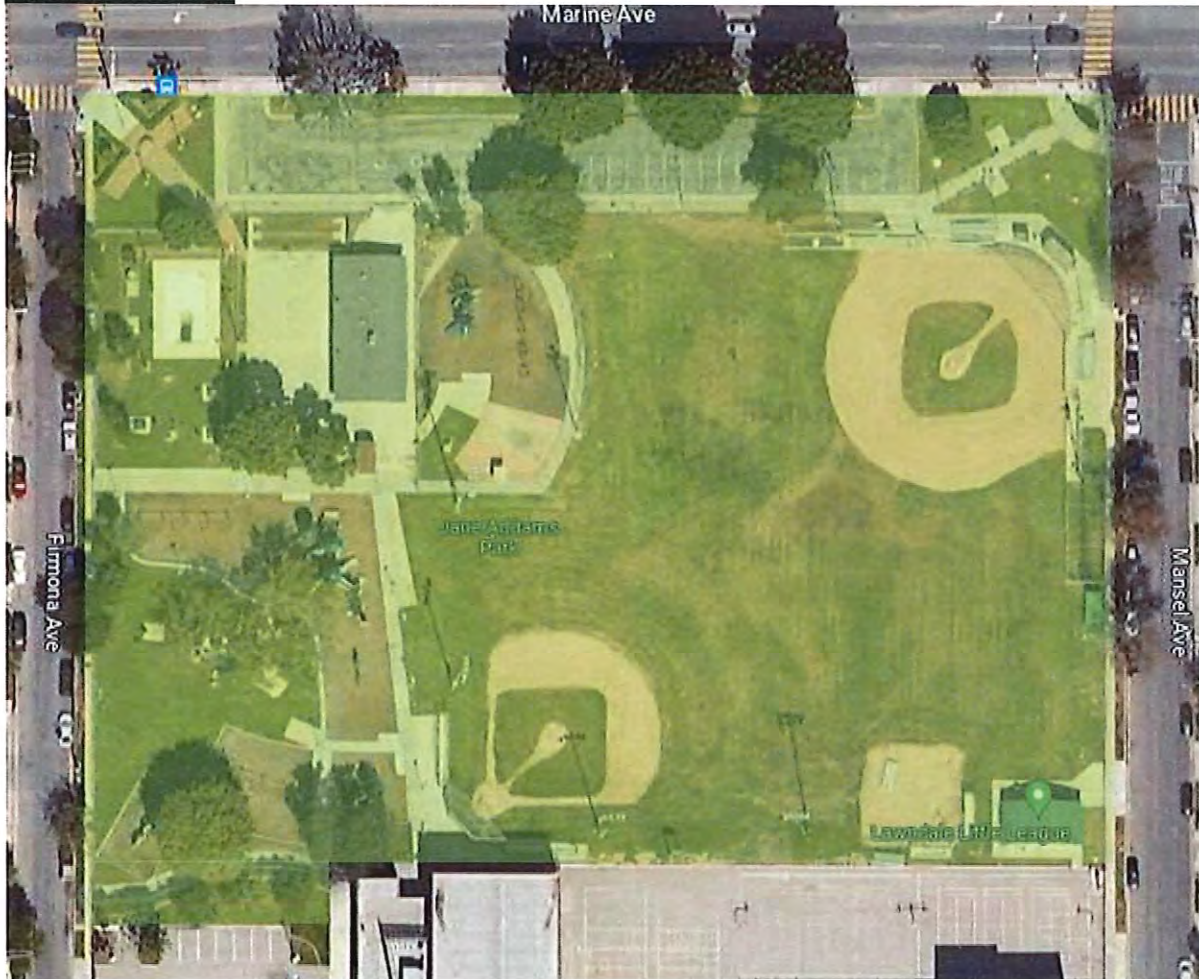
District Counsel
Lawndale Elementary School District

APPROVED AS TO FORM:

City Attorney
City of Lawndale

EXHIBIT A
DEPICTIONS OF DISTRICT FACILITIES

Addams Park



Baseball Fields (3), Athletic Field, Playgrounds, Outdoor Basketball Courts, Wading Pool, Horseshoe Pits, Shaded & Non- Shaded Picnic Areas, Charcoal Barbeque Grills & Coal Dispenser, Parking, Restroom facilities, Little League Snack shack, and related park facilities

Rogers Anderson Park



Baseball Field (1), Playgrounds, Athletic Field, Track, Open Grass Area, Parking Lot. Restrooms, and related park facilities

William Green Park



Softball Field, Playgrounds, Outdoor Basketball Courts, Horseshoe Pits, Athletic Field Space, Parking Lot (2), Recreation Office, Community Room, Restrooms, and related park facilities

EXHIBIT B

ADDITIONAL TERMS FOR USE OF CERTAIN ATHLETIC FIELDS AND FACILITIES

The following additional terms apply to the use of the following Park Sites: William Anderson and Will Rogers School, the William Green School, and the Jane Addams School fields, hardcape courts and related parking facilities shown on Exhibit A.

A. Use. The City shall use the Park Sites for City Sanctioned activities and for uses incidental thereto and for no other purpose, but only during the Usage Period except with prior written permission from the District. The Usage Period shall be defined as all hours of the day outside of the "normal school day" as described in Section 1 under the definition of District Use. All usage of the Park Sites during the Usage Period, including but not limited to parking areas and recreational areas, shall be subject to City control and limitation.

B. Scheduling. The City has priority in the use of the Park Sites and the Director shall be responsible for scheduling the use of the Park Sites during the Usage Period. An Educational Activity, however, at a school adjacent to a particular Park Site, whether during normal school hours or Non-School Hours, shall take precedence over any City use of the Park Site. In order to exercise this right of priority during the Usage Period, the District must schedule such uses with the Director thirty (30) days in advance of such use. Such priority shall be granted for only Educational Activities. In the event that the District needs to schedule an unforeseen one-time Educational Activity (such as CIF tournament play) and cannot provide sixty (60) days' notice, then the request must be approved by the Business Manager or Superintendent of the District and provided to the City Parks and Recreation Director by facsimile delivery as soon as practical, but not less than seventy-two (72) hours prior to the one-time Educational Activity.

EXHIBIT C

MAINTENANCE STANDARDS

All Parks Maintenance Standards

Grounds/Landscape Maintenance- Mowing, watering, irrigation repairs, fertilizing, planting, trimming, pruning, pest management and weeding.

Sports fields and courts- Grounds/landscape maintenance, infield maintenance and upkeep, court surface maintenance and upkeep, lighting, and related maintenance

Wading pool- Perform routine maintenance and adhere to all local, state and federal rules and regulations.

Restrooms, picnic pavilions, and other buildings- Sweeping, trash removal, removal of graffiti, litter collection, plumbing/sewer repairs, cleaning and disinfection, BBQ and coal receptacle upkeep, replacement of supplies, hand sanitizers, soap, Replacement of burnt light bulbs, electric fittings, sockets, and general building maintenance.

Parking lots, walking paths- sweeping, trash and litter collection, general cleaning. The sealcoating, paving, striping shall be done in accordance with Section 6 C of this Agreement.

Playgrounds- Sweeping, trash removal, litter collection, wiping and disinfection of play equipment, repainting, polishing, and repair of play equipment, maintain and replace safety surfacing as needed.

Fencing- Upon completion of the District's obligation under Section 4 of the Repair Agreement to install new fencing, the City shall maintain and repair fencing as need to ensure operational security and functionality of the fencing and gates surrounding and inside the parks. The parties agree that large-scale capital replacement of fencing due to a massive act of vandalism or natural disaster shall not be deemed "maintenance" or "repair" but shall be subject first to each party seeking coverage from its insurance carrier and then to the parties meeting and conferring regarding cost sharing for the capital replacement. For purposes of this provision, "massive" shall mean impacting more than fifty percent (50%) of the fencing on a Park.

Attachment B

REPAIR AGREEMENT

This Repair Agreement ("Repair Agreement") is made and entered by and between LAWNDALE ELEMENTARY SCHOOL DISTRICT ("District") and CITY OF LAWNDALE ("City") on October 20, 2023 ("Effective Date"). The District and City at times herein collectively referred to as "Parties".

RECITALS

A. In or about 2001 and 2008, the District and City entered into three joint use agreements (each a "JUA" and, collectively, the "JUAs") for the use of District owned properties known as the William Anderson and Will Rogers School ("Anderson/Rogers"), the William Green School ("Green"), and the Jane Addams School ("Addams") (collectively, the "Park Sites" or "District Facilities").

B. Under the terms of the JUAs, the City had made certain improvements and was responsible for the cost of maintenance and operating the Park Sites in consideration for the Park Sites being made available at no cost to the City for use as a public park outside of school hours.

C. On June 30, 2020 the City issued a written notice of termination to the District communicating the JUAs would terminate on June 30, 2021. Prior to the June 30, 2021 termination date, the Parties agreed to extend the JUAs until June 30, 2023 to negotiate the terms and conditions of a new agreement for the use of the Park Sites. The Parties then agreed, prior to the June 30, 2023 termination date, to further extend the JUAs for additional periods to allow more time to negotiate the terms and conditions of a new agreement for the use of the Park Sites. Accordingly, the JUAs will terminate on October 6, 2023.

D. Concurrent with entering into the new master agreement (the "Master Agreement") for the three-year operation of the Park Sites, the Parties desire to resolve issues related to the condition of certain portions of the Park Sites by entering into this Repair Agreement.

E. The purpose of this Repair Agreement is to provide for the terms and conditions for the repair by the parties of the following projects, defined below, at the Park Sites: (a) Parking Lot Asphalt Project, (b) Irrigation Project, and (c) Fencing Project (collectively, the "Repair Projects"). The Repair Projects are to be completed before the end of the original three-year term of the Master Agreement.

NOW, THEREFORE, based on the exchange of valuable consideration, including the covenants and conditions of this Repair Agreement, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Repair Agreement, the Parties agree to the following terms and conditions:

AGREEMENT

1. Term. The Term of the Repair Agreement shall run, from the Effective Date until October 6, 2026. The Parties understand and agree that no extension to this Term shall be allowed under any circumstances. The purpose of this Term is to have the Repair Agreement align with the initial term

of the Master Agreement to ensure that all Repair Projects are completed by the end of said initial term.

2. Repair Projects. The Repair Projects are defined as follows:

- a) Parking Lot Asphalt Project: The Parking Lot Asphalt Project consists of the removal and replacement of the asphalt in the parking lots at the locations identified below and in the depictions attached hereto and incorporated herein as Exhibit A. Parking lots located outside of the green highlighted areas in Exhibit A are not considered part of this project. The strength of the subgrade layer and the thickness of the aggregate base layer shall be consistent with parking lot pavement designs that have a useful lifespan of thirty (30) years.

(i) Green (North and West Parking Lots)

(ii) Addams (North Parking Lot)

(iii) Anderson/Rogers (South Parking Lot)

- b) Irrigation Project: All three Park Sites shall have the irrigation systems repaired and/or replaced to ensure that the irrigation system is reliable and efficient.

- c) Fencing Project: All three District Facilities shall have the fencing replaced along the existing perimeter and internal fencing as needed throughout the District Facilities so that the fencing is in good condition and repair throughout the District Facilities. The Fencing Project shall include costs and expenses associated with issues that may arise with adjacent properties, including but not limited to tree trimming and property-line disputes.

3. City Obligations.

- a) Parking Lot Asphalt Project: The City shall be responsible for the performance and all costs and expenses associated with the Parking Lot Asphalt Project whether that be by use of City employees or through retention of a third party. The City agrees to meet and confer with the District regarding the phasing of the Parking Lot Asphalt Project so as to ensure that all portions of the project are completed consistent with this Repair Agreement and with minimal impact on school operations. The Parties acknowledge the impact of the Parking Lot Asphalt Project on the City's budget and the potential for grants or other non-City funds to be obtained to defray the costs, and in agreeing to meet and confer for project phasing will also consider such impact. Notwithstanding the foregoing, the City shall complete the Anderson/Rogers Parking Lot Asphalt Project no later than October 20, 2024 and the remaining two Parking Lot Asphalt Projects may be completed during year two and three of the Term of this Agreement.

- b) Irrigation Project: The City shall be responsible for the performance and all costs and expenses associated with the Irrigation Project whether that be by use of City employees or through retention of a third party. The City agrees to meet and confer with the District regarding the phasing of the Irrigation Project so as to ensure that all portions of the project are completed consistent with this Repair Agreement and with minimal impact on school operations. The Parties acknowledge the impact of the Irrigation Project on the City's budget and the potential for grants or other non-City funds to be obtained to defray the costs, and in agreeing to meet and confer for project phasing will also consider such impact.

- c. In the event that the City does not complete the Parking Lot Asphalt Project and/or the Irrigation Repair Project by the Completion Date, the City shall pay the District a per diem amount of One Thousand Dollars until completed.
4. District Obligations. The District shall be responsible for the performance and all costs and expenses associated with the Fencing Project, whether that be by use of District employees or through retention of a third party.
5. Insurance.
 - a) During the Term, the City shall maintain, at its own expense, general liability insurance or self-insurance in the minimum amount of \$5,000,000 per occurrence. To the extent that the City does not self-insure to meet this obligation, the City shall evidence the existence of proper insurance by sending an appropriate certificate of coverage to the District, which shall provide for ten (10) days' advance notice to the District prior to cancellation or alteration of such coverage and name the District as an additional insured. The insurance afforded by this policy shall be primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing.
 - b) In the event the City subcontracts with a third party (the "Subcontractor") to perform the Parking Lot Asphalt Project and/or the Irrigation Project (collectively, the "City Projects"), the City shall require that the Subcontractor have the following forms of insurance coverage:
 - a) Liability Insurance. The Subcontractor shall procure a policy of liability insurance with a company listed in the current A.M. Best's Insurance Guide with a rating of B+ or better, which company is authorized to do business in the State of California, and which policy will protect the District against any and all liability for death, injury, loss, or damage to person or property arising out of or in any manner incident to the Subcontractor's operations under any contract with the City for the maintenance of District Facilities. Such policy of insurance shall contain not less than \$1,000,000 combined single limit coverage per occurrence and \$3,000,000 aggregate against any injury, death, loss, or damage as a result of wrongful or negligent acts or omissions by the Subcontractor.
 - b) Workers' Compensation Insurance. The Subcontractor at all times shall keep and maintain workers' compensation insurance, at its own expense, for all persons employed by it, in connection with the maintenance contract as required by California law and any other applicable laws, and shall hold the District harmless from all liability that may arise by reason of injuries while performing any work or labor necessary to carry out the provisions of this Agreement. The Subcontractor shall, during the life of its maintenance contract, keep on file with the District evidence that the Subcontractor is fully and properly insured as required by California Workers' Compensation insurance laws and any other applicable laws, which insurance shall be approved by the District as to form and sufficiency.

- c) The Subcontractor shall deliver a certificate of insurance coverage to the District evidencing the existence of such coverage before such Subcontractor commences activity at any of the Park Sites and such policy shall name the City and the District as additional insureds on the policy of general liability. The general liability policy shall provide the following endorsement:

“This policy shall not be suspended, canceled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the Lawndale Elementary School District, at 4161 W. 147th Street, Lawndale, CA 90260. Date of suspension, cancellation, reduction in coverage or non-renewal shall not be less than 10 days after the date of mailing of such notice. The insurance afforded by this policy is primary and any other insurance carried by the City or Lawndale Elementary School District with respect to the matters covered by such policy shall be excess and noncontributing.”

- d) The Subcontractor shall pay, at its own expense, all premiums upon the required policies of insurance and shall maintain the same in full force and effect during the period in which the Subcontractor performs work on any of the Park Sites. The procuring of such policies of insurance shall not be construed as a limitation of the Subcontractor's liability; the Subcontractor's liability being, notwithstanding said policy of insurance, for the full and total amount of any damage, injury, or loss caused by or incident to the Subcontractor's operations under the applicable contract.

- e) Active School Site / Student Safety. City hereby recognizes and acknowledges that the Park Sites are active school sites. In the event any portion of the Subcontractor's activities on the Park Sites will occur when students are present, City and/or Subcontractor shall provide to the District a list of the names of the employees and/or agents of Subcontractor who may come into contact with pupils upon the Park Sites and City and/or Subcontractor shall ensure the safety of District students by one or more of the following methods: 1) conduct criminal background checks, through the California Department of Justice, of all employees, agents, and contractors providing services to City and/or Subcontractor upon the Park Sites pursuant to this Agreement; or 2) the installation of a physical barrier at Park Sites to limit contact with students. City and/or Subcontractor must comply with requirements of state law regarding fingerprinting and background checks for all persons entering the Park Sites as set forth in Education Code section 45125.1, and provide District with copies of any documentation associated therewith before entering the Park Sites. In no event shall City and/or Subcontractor permit any person to enter the Park Sites in violation of these requirements. City and/or Subcontractor shall be responsible for all costs arising from City's and/or Subcontractor's compliance with this Section. City shall defend, hold harmless, and indemnify the District, and shall require Subcontractor to defend, hold harmless, and indemnify the District, from any harm or claim

arising from any interaction with any person entering the Park Sites pursuant to this Agreement.

The obligations created by this Section shall survive the termination of this Agreement for actions occurring while the Repair Agreement was in effect.

6. Indemnification.

- a) Pursuant to Government Code Section 895.4, the District agrees to indemnify, defend and hold harmless the City, the City Council and each member thereof, and every officer, employee and agent of the City, from all claims, suits or actions of every name, kind and description, including attorney fees and costs, brought for or on account of injury (as defined in Government Code Section 810.8) arising from the acts or omissions of the District in connection with its obligations and performance under this Agreement.
- b) Pursuant to Government Code Section 895.4, the City agrees to indemnify, defend and hold harmless the District, the Board and each member thereof, and every officer, employee and agent of the Board, from all claims, suits or actions of every name, kind and description, including attorney fees and costs, brought for or on account of injury (as defined in Government Code Section 810.8) arising from the acts or omissions of the City in connection with its obligations and performance under this Agreement

This Section shall survive the expiration or earlier termination of this Agreement.

7. Amendments. This Repair Agreement may be amended or supplemented only by the mutual written consent of the Parties.

8. No Admission of Liability. The Parties acknowledge and agree that no party, by providing the consideration described herein, or by entering into this Repair Agreement, has admitted to any unlawful or improper conduct to any Party with respect to the JUAs. Further, the duties of each Party under this Repair Agreement shall have no precedential effect or definitional effect with respect to interpretation of the Master Agreement.

9. Entire Agreement. This Repair Agreement shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

10. Binding Effect and Benefits. This Repair Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Repair Agreement to the contrary, nothing in this Repair Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Repair Agreement.

11. Assignability. Neither this Repair Agreement nor any of the Parties' rights hereunder shall be assignable by any of the Parties without the prior written consent of the other Parties other than as specifically addressed herein.

12. Governing Law. This Repair Agreement shall be governed and construed in accordance with the laws of the State of California without regard to any applicable conflicts of law, including all matters of construction, validity and performance.

13. Expenses, Fees, and Costs. Each Party shall bear all of its own attorney's fees, costs, and expenses relating to this Repair Agreement.

14. Severability. The validity, legality or enforceability of the remainder of this Repair Agreement will not be affected even if one or more of the provisions of this Repair Agreement will be held to be invalid, illegal or unenforceable in any respect.

15. Further Assurances, Authority to Bind and Enforcement. Each of the Parties warrants and represents that they have fulfilled all municipal formalities to enter into this Repair Agreement, and be bound by the terms of this Repair Agreement. Each of the signatories warrants and represents that each of them has binding authority of the entity on whose behalf he/she is signing this Repair Agreement. Further, the Parties agree to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the terms and conditions of this Repair Agreement. With respect to the District, final approval and acceptance of this Repair Agreement is contingent upon the District's Governing Board's final approval and authorization.

16. Counterparts. This Repair Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Attorney's Fees Regarding Agreement If litigation, arbitration or any other proceeding is instituted to rescind, to reform, to interpret or to enforce this Repair Agreement, or any provision thereof, each Party shall bear all of its own attorney's fees, costs, and expenses relating to that litigation.

20. Headings. The various headings of the Paragraphs of this Repair Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Repair Agreement or any provision hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Repair Agreement on the date above set forth.

IT IS SO AGREED:

LAWNDALE ELEMENTARY SCHOOL DISTRICT

Dated: _____, 2023 By: _____

Print Name: _____

Title: _____

CITY OF LAWNDALE

Dated: _____, 2023 By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

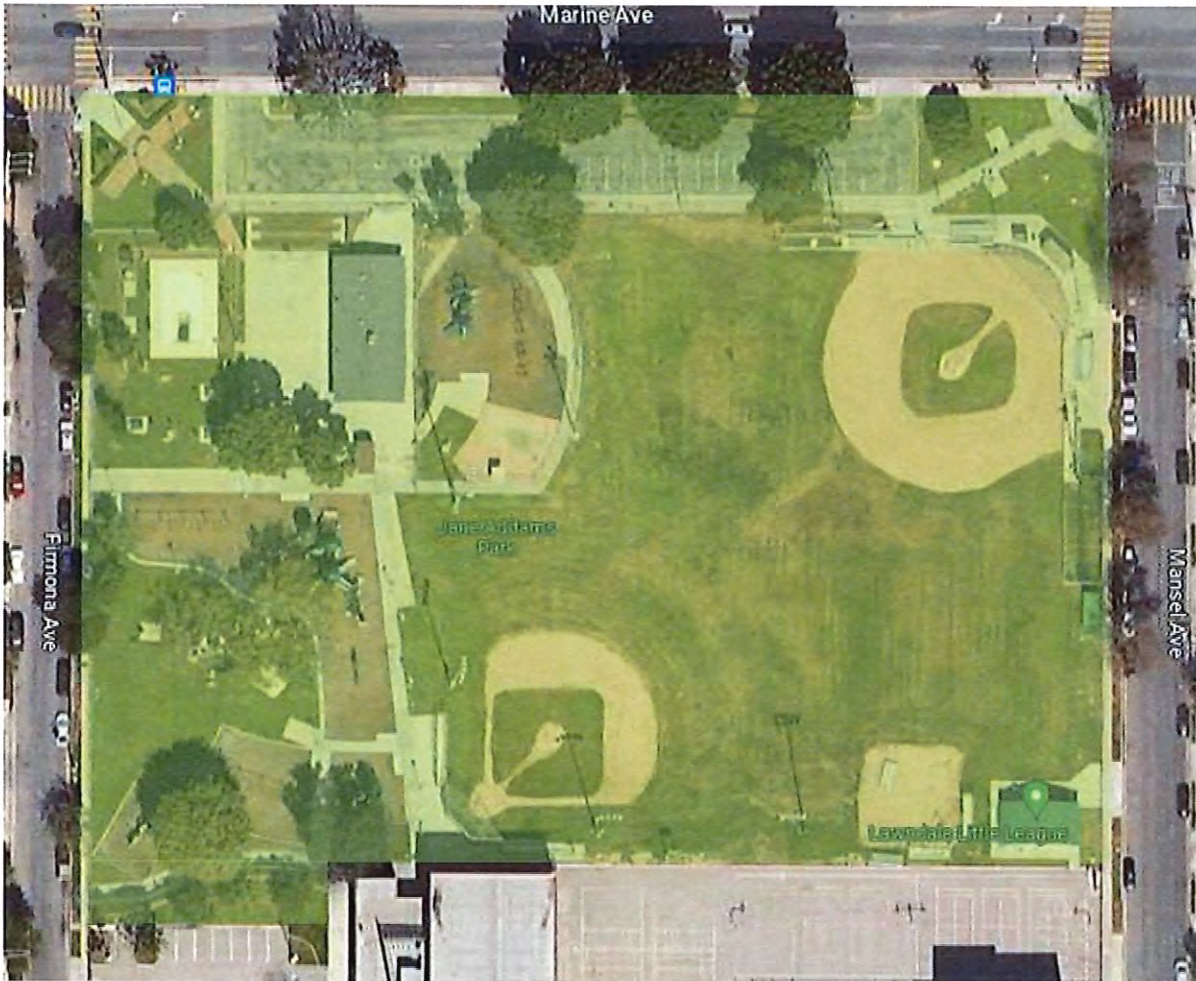
District Counsel
Lawndale Elementary School District

APPROVED AS TO FORM:

City Attorney
City of Lawndale

EXHIBIT A

Jane Addams Park



William Green Park



Rogers Anderson Park





CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Director of Finance/City Treasurer

SUBJECT: Quarterly Investment Report for the Quarter Ended September 30, 2023

BACKGROUND

The attached Quarterly Investment Report for the quarter ended September 30, 2023, is provided to City Council per the City of Lawndale's Investment Policy and State of California's Government Code Section 53646.

STAFF REVIEW

As of September 30, 2023, the City had total cash and investments (cost basis) of \$53,340,314 plus \$2,350,552 cash with fiscal agent held in a trust for the Lawndale Redevelopment Agency's Tax Allocation Bond 2009 issue, \$1,150 in petty cash and, as of August 2023, \$708,671 maintained in two retirement enhancement plans.

Interest rates have continued to rise through Q3 2023, however at a slower pace than in the past quarters. This is mainly because the Federal Reserve did not increase rates during their last meeting in September. The State Local Agency Investment Fund (LAIF) had an interest rate of 1.6% on September 30, 2022, and has gone up to 3.5% as of June 30, 2023. Rates are expected to possibly increase slightly and are expected to remain at these high levels for longer than previously anticipated. We continue to maintain a majority of cash in LAIF and the City's checking account. For the quarter ending September 30, 2023, the City has remained liquid with 84.75% of our portfolio in on-demand accounts. The remainder of the portfolio includes 6.92% short-term (maturing in less than one year), 6.45% mid-term (one to three years maturity), and 1.87% long-term (maturing from three to five years) investments.

As interest rates continue to remain high, we look for opportunities to maximize returns on City funds. As the market continues to change we will keep a close watch and take advantage of any upcoming investments. Cash in bank will be monitored and is expected that more will be used to purchase either bonds or CD's to take advantage of interest to the extent possible. The goal is to maintain a healthy balance of cash while maximizing returns.

The investment program provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Lawndale Investment policy.



CITY OF LAWDALE INVESTMENT REPORT

Summary of Investments
 For Quarter Ended September 30, 2023

	Adjusted Cost Basis	Category Total	Percent of Portfolio
<u>On Call Deposits</u>			
Checking Accounts	21,113,912		
LAIF State Pool	24,092,402	45,206,314	84.75%
<u>Short-Term Investments (1 Year or Less)</u>			
Time Deposits FDIC Insured	3,191,000		6.92%
US Government Agency Securities	500,000	3,691,000	
<u>Medium-Term Investments (1 to 3 Years)</u>			
Time Deposits FDIC Insured	2,943,000		
US Government Agency Securities	500,000	3,443,000	6.45%
<u>Long-Term Investments (3 to 5 Years)</u>			
Time Deposits FDIC Insured	-		
US Government Agency Securities	1,000,000.00	1,000,000.00	1.87%
Total Cash and Investments		53,340,314	100.00%

LEGAL REVIEW

Not applicable.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff recommends that the City Council receive and file the Quarterly Investment Report for the quarter ended September 30, 2023.

Attachments: Quarterly Investment Report for the quarter ended September 30, 2023.



**CITY OF LAWDALE
TREASURY REPORT
For Quarter Ended September 30, 2023**

Cash	21,113,912
Investments	32,226,402
Petty Cash	1,150
Public Agency Retirement Services (PARS)- Retirement Enhancement Plan	701,661
PARS/ City of Lawndale Excess Benefit Trust - US Bank	<u>7,010 708,671</u>
Total Cash and Investments	<u>54,050,135</u>

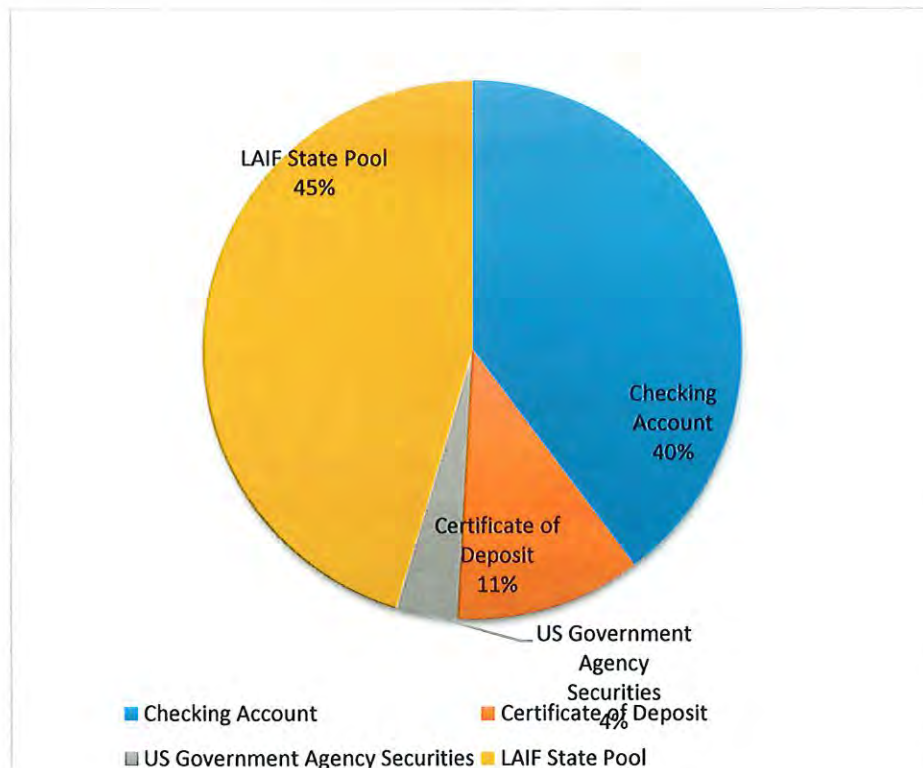


CITY OF LAWDALE INVESTMENT REPORT

Portfolio Statistics
For Quarter Ended September 30, 2023

Portfolio Composition

<u>Investment Type</u>	<u>Market Value</u>
Checking Account	21,113,912
Certificate of Deposit	5,944,613
US Government Agency Securities	1,994,730
LAIF State Pool	24,092,402
TOTAL	53,145,657



**CITY OF LAWDALE
DETAIL OF INVESTMENTS**
For Quarter Ended September 30, 2023

	Par Value	Coupon Rate	Moody's/ S&P Rating	Purchase Date	Maturity/ Called Date	Days to Maturity	Yield to Maturity	Cost Basis	Category total	(memo only) Market Value
On Call Deposits										
Checking Account- Wells Fargo	21,050,998	N/A	N/A		Demand	1	None	21,050,998		21,050,998
Municipal Investment Account - US Bank	62,914	N/A	N/A		Demand	1	None	62,914		62,914
Local Agency Investment Fund- City of Lawndale	24,090,911	N/A	N/A		Demand	1	0.20%	24,090,911		24,090,911
Local Agency Investment Fund- Lawndale Housing Authority	1,491	N/A	N/A		Demand	1	0.20%	1,491		1,491
On Call Deposits	45,206,314								45,206,314	45,206,314
Short-Term Investments (1 Year or Less)										
<i>Time Deposits:</i>										
Farmers Insurance Group Fed	249,000	5.00%	FDIC	1/23	1/18/2024	110	5.00%	249,000		248,652
Goldman Sachs Bank USA	246,000	3.00%	FDIC	7/22	3/13/2024	165	3.00%	246,000		243,226
Ally Bank	237,000	5.25%	FDIC	6/23	6/14/2024	258	5.25%	237,000		236,303
Eaglebank Savings Bank	237,000	5.25%	FDIC	6/23	6/20/2024	264	5.26%	237,000		236,284
Beal Bank USA	246,000	3.05%	FDIC	7/22	7/10/2024	284	3.05%	246,000		241,146
Morgan Stanley Private Bank	247,000	2.30%	FDIC	7/19	7/11/2024	265	2.30%	247,000		240,731
Merrick Bank	249,000	2.10%	FDIC	7/19	7/12/2024	286	2.10%	249,000		242,255
Commercial Bank Harrogate Tenn	249,000	2.00%	FDIC	7/19	7/15/2024	289	2.00%	249,000		241,966
Partners 1st Credit Union	246,000	5.50%	FDIC	7/23	7/17/2024	291	5.50%	246,000		247,566
Washington Federal	249,000	1.95%	FDIC	8/19	8/28/2024	333	1.95%	249,000		240,751
First Bank Puerto Rico	249,000	1.90%	FDIC	9/19	9/8/2024	342	1.90%	249,000		240,421
BluPeak Credit Union	240,000	5.70%	FDIC	8/23	8/29/2024	334	5.70%	240,000		240,067
Capital One NA	245,000	3.45%	FDIC	9/22	9/18/2024	352	3.45%	245,000		239,881
	3,191,000							3,191,000		3,139,271
US Government Agency Securities:										
Federal Home Loan Banks	500,000	5.375%	Aaa/AA+	3/23	8/27/2024	271	5.375%	500,000		498,168
	500,000							500,000		498,168
Short-Term Investments (1 Year or Less)	3,691,000								3,691,000	3,637,439
Medium-Term Investments (1 to 3 Years)										
<i>Time Deposits:</i>										
Chicago Patrolman Federal Credit Union	240,000	5.50%	FDIC	8/23	11/29/2024	426	5.50%	240,000		239,513
First Financial Bank USA	249,000	3.00%	FDIC	7/22	1/10/2025	488	3.00%	249,000		240,785
Baxter Credit Union	249,000	4.80%	FDIC	1/23	1/24/2025	482	4.80%	249,000		246,274
Keybank NA OH	243,000	5.00%	FDIC	3/23	3/17/2025	534	5.00%	243,000		240,809
Discover Bank	248,000	3.25%	FDIC	7/22	7/14/2025	653	3.25%	248,000		236,196
Connexus Credit Union	248,000	5.20%	FDIC	7/23	7/14/2025	653	5.20%	248,000		248,289
Toyota Financial Savings CD	247,000	0.70%	FDIC	8/21	8/26/2025	696	0.70%	247,000		225,297
California Credit Union	240,000	5.40%	FDIC	8/23	8/28/2025	698	5.40%	240,000		239,185
Synchrony Bank Draper UT CD	247,000	0.90%	FDIC	8/21	8/27/2026	1,062	0.90%	247,000		218,035
Chartway Federal Credit Union	240,000	5.30%	FDIC	8/23	8/28/2026	1,063	5.30%	240,000		239,273
Medallion Bank UT CD	247,000	0.85%	FDIC	8/21	8/31/2026	1,086	0.85%	247,000		216,613
UBS Bank USA CD	247,000	0.95%	FDIC	9/21	9/9/2026	1,075	0.95%	247,000		217,073
	2,943,000							2,943,000		2,805,342
US Government Agency Securities:										
Federal Home Ln Mtg Corp	500,000	5.750%	Aaa/AA+	3/23/2023	3/20/2025	537	5.750%	500,000		497,409
	500,000							500,000		497,409
Medium-Term Investments (1 - 3 Years)	3,443,000								3,443,000	3,302,751
Long-Term Investments (3 to 5 Years)										
<i>US Government Agency Securities:</i>										
Federal Home Ln Mtg Corp	1,000,000	6.00%	Aaa/AA+	9/23/2023	9/28/2028	1,825	6.00%	1,000,000		999,153
Long-Term Investments (3 to 5 Years)	1,000,000.00								1,000,000	999,153
Total Cash and Investments	53,340,314								53,340,314	53,145,657



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Michael Reyes, Municipal Services Director 

SUBJECT: **Update on Partnership with Southwest Patrol and Request for Additional Funding to Expand the Existing Contract for Additional Armed Security Coverage.**

BACKGROUND

Prior to start of the 2023-2024 fiscal year, Staff was given direction to put forth an RFP to receive bids from various private armed security firms to assist Staff and LASD personnel with quality-of-life issues such as non-permitted vendors and homeless individuals camping overnight on public streets. After meeting with and reviewing several different submissions, Staff choose Southwest Patrol and presented them to the City Council as the best option to provide additional safety and protection to the residents of Lawndale. The purpose of this staff report is to provide the City Council with an update of Southwest Patrols effectiveness after their first three months working for the City and to seek additional funds to expand the coverage by Southwest Patrol to include two additional nights of armed security.

STAFF REVIEW

On July 7th, 2023, Southwest Patrol began their first shift patrolling the City of Lawndale. The City budgeted for three, eight hours shifts per week, and currently has an armed guard working every Tuesday, Friday and Saturday night from 6:00 pm until 2:00 am. The task for the armed guard was for focused patrols to be done of all City buildings, including internal patrols of the Lawndale Community Center and recurring patrols of each of the City parks.

The Armed Guard that has been assigned to Lawndale is Officer Jose Gonzalez who has been with Southwest Patrol for three years. Officer Gonzalez begins his shift with patrols of Lawndale City Hall, the Municipal Services Building and with interior and exterior patrols of the Lawndale Community Center. Southwest Patrol has placed QR (Quick Response) readers at various locations throughout each of the City facilities and at the parks, which can be scanned from a smart phone. Officer Gonzalez scans the QR readers on each of his rounds so that armed patrols can be tracked and monitored. Officer Gonzalez also keeps a nightly log detailing each of his shifts, which are received by staff.

Update on Partnership with Southwest Patrol and Request for Additional Funding to Expand the Existing Contract for Additional Armed Security Coverage

Officer Gonzalez makes multiple rounds of the City facilities during his shifts, but also patrols the City at large, acting as an additional set of eyes and ears to report any crimes that he sees to our Sheriff's Department. During his patrols, Officer Gonzalez regularly contacts homeless individuals, offering them assistance, and encouraging them to leave the public area if services are declined. This has resulted in a significant reduction in the number of homeless individuals attempting to make encampments within the City of Lawndale.

Southwest Patrol was also brought in to assist with unlicensed vendors that are operating without proper business licenses afterhours. Staff were aware that several food trucks and "pop-up" style food vendors were attempting to establish dining facilities on City sidewalks and in private parking lots during evening and weekend hours. Officer Gonzalez has made numerous contacts with these vendors and instructed them to leave the City. Most vendors leave willingly, but for those few that did not, Officer Gonzales would take photos of the violating parties license plates and forward that information to MSD staff so that administrative citations could be issued to the registered owner. This has led to citations for these food truck owners and led to a noticeable reduction in non-permitted vendor activity.

One remarkable incident handled by Officer Gonzalez was his assistance in locating a stolen car, while the alleged suspect was still in the vehicle. Early in his shift, Officer Gonzales heard a broadcast dispatched by LASD regarding a vehicle stolen in the City of Lawndale. Later that evening while making his regular rounds, Officer Gonzales noticed a vehicle matching the description of the stolen vehicle. Officer Gonzales, contacted Sheriff's dispatch, confirmed the vehicle was stolen and stood by with the suspect until deputies arrived resulting in a good arrest of a suspect and the recovery of the stolen property.

Staff is very pleased with the quality of work performed by Southwest Patrol Armed Security Officers and hopes to continue with this program. Staff also feels that additional coverage would further improve public safety, and quality of life issues for Lawndale residents. Staff feels that by adding two additional eight-hour shifts per week, this will continue to alleviate the need for deputies to respond to quality-of-life calls, freeing LASD staff to focus on more serious criminal activity.

Staff is proposing that we add two additional shifts per week to the existing schedule, for a total of 40 hours per week, and five total nights per week with armed security coverage.

LEGAL REVIEW

The City Attorney has reviewed this report and has no legal comments.

FISCAL IMPACT

A budget amendment of \$27,200 is needed for the remainder of fiscal year 23/24 for the additional two eight-hour shifts per week at \$50 an hour. These funds will come from the ARPA fund account 285-210.530.100.

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council consider the benefits that have resulted from adding armed security services provided by Southwest Patrol and give direction on one of the following options.

- Option 1) The City Council approve additional funding of \$68,800 (\$27,200 for remainder of FY 23/24 and \$41,600 for FY 24/25) to cover the costs of sixteen hours of armed security coverage per week from November 2nd, 2023, until June 30th, 2025, for the remainder of the existing contract between Southwest Patrol and the City of Lawndale.
- Option 2) The City Council approves additional funding in the amount of \$27,200 to cover the costs of sixteen hours of armed security coverage per week from November 2nd, 2023, until June 30th, 2024, for the remainder of this fiscal year.
- Option 3) The City Council gives Staff directions on whether to add additional coverage to the Southwest Patrol Contract.



CITY OF LAWNDAL

14717 BURIN AVENUE, LAWNDAL, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Gregory M. Murphy, City Attorney
Raylette Felton, Deputy City Manager/ Human Resources Director

SUBJECT: **Consider Introduction and First Reading of an Ordinance 1204-23, Amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Council Compensation in Compliance with Senate Bill 329**

BACKGROUND

At the City Council regular meeting on September 18, 2023, staff introduced Senate Bill 329 ("SB 329"), which allows for general law cities to increase the salary provided to city council members by ordinance for City Council's discussion and consideration. (See Attachment A) At the conclusion of the City Council's discussion on September 18th, City Council directed staff to bring back an ordinance for further consideration and requested staff to complete a City Council compensation survey.

STAFF REVIEW

Staff surveyed the 12 comparator cities used during the Citywide Classification and Compensation Study to obtain information regarding City Council salary. (See Attachment B) Based on the information received, the salary or compensation provided to City Council at the comparator cities range from \$0 to \$7,104 per month (with the highest City of Carson \$6,459 per month for City Council and /\$7,104 per month for Mayor). However, the comparator agencies with a population of 35,000 or less receive a compensation range from as low as \$0 per month (City of Rolling Hills Estates) to a high of \$900 per month (City of El Segundo). In addition, it was discovered that some comparator cities provide City Council with the same level of health benefits as staff, receive full reimbursement for all expenses incurred, or an allowance for certain expenses (car, cell phone, internet).

California Government Code section 36516 regulates the maximum compensation allotted to City Council and the effective dates of the increase, which has not been changed since 1984. In June 2023, the Governor signed Senate Bill No. 329 ("SB 329"), allowing for the first time since 1984, increases to the compensation provided to city council members, based on the City's population, approved by an ordinance passed by the City Council. The spirit of the SB 329 is to consider inflation, time and work being performed, and encourage more individuals to consider serving as a city council member, as outlined in the September 18, 2023, staff report (See Attachment A).

On September 4, 2007, Lawndale City Council approved and adopted Ordinance No. 1001-07, amending the municipal code to increase City Council compensation from \$350 per month to \$450 per month, or \$5,400 per year. City Council has not received or made any amendments to its compensation since the

adoption of Ordinance No. 1001-07 in 2007. If desired, and in compliance with state law, City Council had the option of requesting staff to bring forth for discussion City Council compensation, which would have allowed increases of 5% for each year since the last increase to be effective the next city council election.

Pursuant to SB 329, the general law cities with a population of up to and including 35,000, could increase City Council compensation to \$950 per month. According to the State Department of Finance, the City of Lawndale's population is 30,882 as of January 1, 2023. As such, the compensation for Lawndale City Council may be increased up to \$950 per month, or \$11,400 per year. However, if desired, City Council could choose to increase City Council compensation by a lower amount of 5%, for each year since the last increase in 2008, which would be \$810 per month or \$9,720 per year. It is important to note that should City Council decide to pursue a lower amount (\$810 per month instead of \$950 per month), per state law, City Council would set the compensation to be less than the maximum allowed by Government Code section 36516, subsection (c) and would not be allowed to recover the salary difference in the future.

Ordinance 1204-23 has been prepared for introduction to increase City Council compensation to \$950 per month, in compliance with new statewide limits and Government Code section 36516.5, which states approved compensation increases cannot take effect until after the next city council election in 2024 and cannot provide for automatic future increases.

LEGAL REVIEW

The City Attorney's office has reviewed and approved this report and ordinance as to form.

FISCAL IMPACT

There will be no current fiscal impact. If ordinance is approved, the new increase will need to be budgeted during the Fiscal Year 2024-25 budget process.

RECOMMENDATION

Staff recommends that the City Council: 1) review and discuss this report regarding city council compensation; and 2) Introduce for first reading by title only and waive further reading of Ordinance 1204-23, amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Council Compensation in Compliance with Senate Bill 329 to be effective after the November 2024 election; or 3) provide further direction to City Manager and staff, if any.

Attachment (s):

- A. September 18, 2023, Agenda Item#14, Consideration of Senate Bill No. 329, Regarding City Council Compensation.
- B. City Council Compensation Survey and Calculation of Stipend Limitations
- C. Ordinance 1204-23, Amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Council Compensation.

ATTACHMENT A

September 18, 2023, Agenda Item#14, Consideration of Senate Bill No. 329,
Regarding City Council Compensation

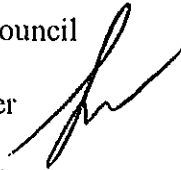


CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: September 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Gregory M. Murphy, City Attorney
Raylette Felton, Deputy City Manager/ Human Resources Director 

SUBJECT: **Consideration of Senate Bill 329 - Regarding City Council Compensation**

BACKGROUND

In June 2023, the Governor signed Senate Bill 329 ("SB 329"), which amended Section 36516 of the California Government Code to allow cities an opportunity to adjust the salary provided to city council members by ordinance. This legislation is intended to allow for general law cities to increase the maximum amount of salary provided to city council members, taking into consideration inflation, and broadening the opportunity to serve to the public to individuals from various income levels. As such, staff is presenting this option for City Council's discussion and consideration.

STAFF REVIEW

Government Code section 36516, as adopted in 1984, authorize general law cities to enact ordinances to increase the salaries for city council members in the amount of five percent (5%) for each calendar year from the operative date of the last adjustment, depending on the population size of a city. SB 329 has now increased the maximum amount of salary that cities can enact by ordinance, based on the population of the city, as follows:

- Cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.
- Cities over 35,000 and up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.
- Cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.
- Cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.
- Cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.
- Cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month

The author of SB 329 stated that he introduced the bill because:

"City Councilmembers have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. It's time those amounts caught up to the present economic reality, especially with the rapid increase in inflation we've seen recently. Raising the pay will also make it easier for members of marginalized communities to serve. City Councils should be reflective of the communities they represent and I believe raising their compensation is an important step to achieving that equitable outcome."

To that end, SB 329 allows for substantial increases in compensation for elected officials in order to achieve these goals.

In addition, SB 329 allows cities to approve ordinances to increase the base salary beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation starting in January 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The former is held over from the previous version of Government Code section 36516; the latter reflects the Legislature's attempt to take into account years of excessive inflation. What the law does not allow is the blending of the two options so as to take the baseline 5% in years of low inflation and combine that with a higher amount for years of high inflation. So future increases will either be inflation-based or based on the 5% per year limit.

In May 2007, Lawndale City Council approved and adopted Ordinance No. 1001-07, amending the municipal code to provide a salary increase of \$450 to City Councilmembers, which went into effect in April 2008. Lawndale City Council has not made any changes or amendments to its salary since 2007. The City of Lawndale now has an opportunity to consider increasing the city council salary amounts by ordinance, in compliance with the new salary limits established by SB 329. Pursuant to SB 329, the new base salary amount for Lawndale City Councilmembers and other cities with a population of 35,000 or less can be set up to \$950 per month by ordinance (Government Code section 36516 establishes that the population is determined by the most recent federal census, subsequent census, or estimate validated by the Department of Finance – which is 30,882 as of 1/1/2023 according to the State Department of Finance OR 31,775 according to the 2020 US Census for the City of Lawndale. It is important to note that should the City of Lawndale decide to pursue an increase in salary, per state law, an approved increase in City Councilmember salary will not take effect until after the next city council election in 2024 and an enacted or amended ordinance cannot provide for automatic future increase in salary.

Considering the work done by local government officials, demands of that office and the fact that city council salaries have not been reviewed or adjusted since 2007, staff has brought this item to the Lawndale City Council for discussion and direction.

LEGAL REVIEW

The City Attorney's office has reviewed this report.

FISCAL IMPACT

The salary for five (5) City Councilmember is currently budgeted at \$27,000 per fiscal year. If salaries are increased to the new maximum amount in compliance with SB 329 by ordinance, funds will need to be budgeted from the general fund during the Fiscal Year 2024-25 budget process.

RECOMMENDATION

Staff recommends that the City Council 1) review and discuss this report regarding Senate Bill 329 and city council salaries; and 2) provide direction to City Manager and staff regarding any potential amendments to the City ordinances pursuant to Senate Bill 329, if any.

Attachment (s):

- A. Senate Bill No. 329, Chapter 27, An act to amend Section 36516 of the Government Code, relating to local government.
- B. State of California Department of Finance Table 2: E-4 Population Estimates for Cities, Counties and State 2021-2023 with 2020 Census Benchmark, May 2023,
<https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2023-with-2020-census-benchmark/>

ATTACHMENT A

Senate Bill No. 329, Chapter 27, An act to amend Section 36516 of the
Government Code, relating to local government

Senate Bill No. 329

CHAPTER 27

An act to amend Section 36516 of the Government Code, relating to local government.

[Approved by Governor June 29, 2023. Filed with Secretary of State June 29, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 329, Dodd. Cities: city council members: compensation.

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law authorizes that amount to be increased by the city council by an amount that does not exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

This bill would increase the maximum amount of salary, based upon the population of the city, that may be approved by an ordinance passed by the city council, as specified. The bill would authorize the salary of council members to be increased beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least 2 regular meetings of the city council.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.

(b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

SEC. 2. Section 36516 of the Government Code is amended to read:

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount

of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

ATTACHMENT B

State of California Department of Finance Table 2: E-4 Population Estimates
for Cities, Counties and State 2021-2023 with 2020 Census Benchmark

Table 2: E-4 Population Estimates for Cities, Counties, and State 2021-2023 with 2020 Benchmark

COUNTY/CITY	4/1/2020	1/1/2021	1/1/2022	1/1/2023
Los Angeles County				
El Segundo	17,298	17,238	17,042	16,928
Gardena	60,923	60,651	60,090	59,809
Glendale	195,955	194,949	192,870	191,284
Glendora	52,506	52,191	51,571	51,159
Hawaiian Gardens	13,950	13,848	13,675	13,546
Hawthorne	88,017	87,605	86,535	85,702
Hermosa Beach	19,716	19,487	19,206	19,018
Hidden Hills	1,724	1,744	1,745	1,731
Huntington Park	54,720	54,473	53,783	53,281
Industry	431	430	428	427
Inglewood	108,544	107,850	106,928	106,248
Irwindale	1,501	1,491	1,496	1,483
La Canada Flintridge	20,547	20,335	20,060	19,930
La Habra Heights	5,656	5,637	5,564	5,505
Lakewood	82,317	81,889	80,900	80,154
La Mirada	49,247	48,889	48,384	47,899
Lancaster	176,499	175,962	174,590	173,376
La Puente	38,019	37,733	37,594	37,356
La Verne	32,892	32,717	32,344	32,056
Lawndale	31,788	31,590	31,171	30,882
Lomita	20,937	20,608	20,300	20,092
Long Beach	464,176	460,346	460,245	458,222
Los Angeles	3,896,077	3,859,192	3,802,725	3,766,109
Lynwood	68,575	67,284	66,595	66,228
Malibu	10,739	10,630	10,534	10,512
Manhattan Beach	35,472	35,256	34,713	34,284
Maywood	25,135	25,048	24,779	24,546
Monrovia	37,861	38,095	37,772	37,539
Montebello	62,674	62,489	61,804	61,645
Monterey Park	61,057	60,594	59,824	59,288

ATTACHMENT B

City Council Compensation Survey and Calculation of Stipend Limitations

CITY COUNCIL COMPENSATION SURVEY

AGENCY	Population	Compensation	Other
Bellflower (General Law City)	76,924	\$1,616.46 per month	Expense Reimbursement - reimbursed for actual expenses incurred; Eligible for health benefits adopted by the City during term of office.
Carson (Charter City)	92,186	City Council \$6,459 mon./\$77,500 yr. Mayor \$7,104 mon./85,250 yr. (10%)	Eligible for health benefits adopted by the City during term of office.
El Segundo (General Law City)	16,928	\$900 per month	Eligible for health benefits adopted by the City during term of office.
Gardena (General Law City)	59,809	\$650 per month - City Council \$950 per month - Mayor (receive an additional \$300 mon.)	Auto Allowance - \$420 per month; Expense Reimbursement - reimbursed for actual expenses incurred; Eligible for health benefits adopted by the City during term of office.
Hawthorne (General Law City?)	85,702	\$1,200 per month	Auto Allowance - \$400 per month; Expense Reimbursement - reimbursed for actual expenses incurred; Eligible for health benefits adopted by the City during term of office.
Hawaiian Gardens (General Law)	13,546	\$795.83 per month	Auto Allowance - \$450 per month; Cell Phone Allowance- \$75 per month; Expense Reimbursement - reimbursed for actual expenses incurred; Eligible for health benefits adopted by the City during term of office.
Hermosa Beach (General Law City)	19,018	\$848 per month	Expense Reimbursement - reimbursed for actual expenses incurred; Eligible for health benefits adopted by the City during term of office.
Lomita (General Law City)	20,092	\$390 per month*	Expense Reimbursement - reimbursed for actual expenses incurred; Eligible for health benefits adopted by the City during term of office. <i>*Effective November 2024 City Council increase to \$1014 per month/ Car Allowance \$200 per month.</i>
Manhattan Beach (General Law City)	34,284	\$500 per month	Auto Allowance - \$400 per month; Cell Phone Allowance- \$75 per month; Expense Reimbursement - reimbursed for actual expenses incurred; Eligible for health benefits adopted by the City during term of office.
Rolling Hills Estates (General Law City)	8,446	\$0 per month	Expense Reimbursement - reimbursed for actual expenses incurred.
Signal Hill (Charter City)	11,431	\$722.18 per month	Auto Allowance - \$200 per month; Expense Reimbursement - supplies (\$6.50 per pay period), Internet (\$50 per month) cell phone (reimbursed for cost incurred); Eligible for benefits adopted by ordinance for City Council (up to \$1,750 per month for family coverage).
Temple City (Charter City)	35,813	\$720 per month*	Expense Reimbursement - reimbursed for actual expenses incurred. <i>*Effective November 2024 City Council increase to \$1,275 per month.</i>
Lawndale (General Law City)	30,882	\$450 per month	Expense Reimbursement - reimbursed for actual expenses incurred; Eligible for health benefits adopted by the City during term of office.

Charter Cities - operate under the city's local charter

General Law Cities - operate under the general laws of the state

CALCULATION OF STIPEND LIMITATIONS

Last increase effective 5/1/08		\$ 450.00
add 5% of \$450	2009	22.50
add 5% of \$450	2010	22.50
add 5% of \$450	2011	22.50
add 5% of \$450	2012	22.50
add 5% of \$450	2013	22.50
add 5% of \$450	2014	22.50
add 5% of \$450	2015	22.50
add 5% of \$450	2016	22.50
add 5% of \$450	2017	22.50
add 5% of \$450	2018	22.50
add 5% of \$450	2019	22.50
add 5% of \$450	2020	22.50
add 5% of \$450	2021	22.50
add 5% of \$450	2022	22.50
add 5% of \$450	2023	22.50
add 5% of \$450	2024	22.50

Maximum allowable stipend =

\$ 810.00

ATTACHMENT C

Ordinance 1204-23, Amending Section 2.04.040 of Title 2 of the Lawndale
Municipal Code Regarding City Council Compensation

ORDINANCE NO. 1204-23

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA,
AMENDING SECTION 2.04.040 OF TITLE 2 OF THE
LAWNDAL MUNICIPAL CODE REGARDING
COMPENSATION OF THE CITY COUNCIL**

SUMMARY: This ordinance will amend the salary of the City Council.

WHEREAS, Lawndale Municipal Code Section 2.04.040 describes the compensation given to members of the City Council of the City of Lawndale; and

WHEREAS, Sections 36516 and 36516. 5 of the California Government Code permits City Councilmembers to be paid a monthly salary for their service in accordance with the provisions; and

WHEREAS, the provisions of the California Government Code section 36516, as adopted in 1984, previously authorized general law cities to enact ordinances to increase the salaries for City Councilmembers in the amount of five percent (5%) for each calendar year from the operative date of the last adjustment; and

WHEREAS, pursuant to Ordinance 1001-07, the monthly salary for Councilmembers was previously adjusted from \$350 per month to \$450 per month with an effective date of April 2008; and

WHEREAS, the State Legislature passed and the Governor signed into law Senate Bill 329, to allow cities to increase the maximum amount of salary provided to City Councilmembers, based on population, taking into consideration the time and important work being performed, impacts of inflation, and economic realities on those who serve as City Councilmembers, and to encourage more persons to consider service; and

WHEREAS, the City Council reviewed and discussed the purpose of Senate Bill 329 at its regular meeting on September 18, 2023; and

WHEREAS, the City Council now desires to amend the Lawndale Municipal Code relating to the compensation paid to persons elected to serve the people of Lawndale as City Councilmembers as authorized by state law and pursuant to Senate Bill 329; and

WHEREAS, pursuant to state law, this ordinance shall not take effect until after the next municipal election in November 2024; and

WHEREAS, pursuant to state law, a city council is entitled to increase its compensation, in amounts not to exceed five percent per year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Amendment of Section 2.04.040 of the Lawndale Municipal Code is hereby amended in its entirety to read as follows:

"2.02.040 Compensation – Salary.

Each member of the council shall receive compensation in the sum of nine hundred fifty dollars per month, as prescribed in Government Code Section 36516. Compensation to the city council shall be payable at the same time and in the same manner as salaries which are paid to other officers and employees of the city."

SECTION 2. Pursuant to Government Code Section 36516.5, this ordinance shall take effect January 1, 2025, or upon the certification of election results after the November 2024 municipal election, whichever occurs later.

SECTION 3. Until the date this ordinance takes effect, each member of the City Council shall receive compensation in the amount of four hundred fifty dollars per month.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at the City Hall and the United States Post Office, Lawndale Branch.

INTRODUCED this 16th day of October, 2023, PASSED, APPROVED, AND ADOPTED this __th day of November, 2023.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1204-23 at its regular meeting held on the 16th day of October, 2023, and duly approved and adopted said Ordinance No. 1204-23 at its regular meeting held on the ___th day of November, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Bernadette Suarez					
Rhonda Hofmann Gorman					

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

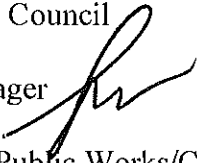


CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Lea Reis P.E., Director of Public Works/City Engineer
Nabi Sidiqi, Assistant Engineer JS

SUBJECT: **Notice of Completion- FY 2021/22 Annual Street Improvement Project,
Project No. 2022-09**

BACKGROUND

On June 21, 2022, the City Council awarded a Construction Contract to Kalban, Inc. in the amount of \$1,404,095.00 and authorized an additional \$210,615.00 for construction related contingencies. A Construction Management Services Contract was also awarded to Interwest Consulting Group in the amount of \$107,980.00 totaling \$1,722,690.00 for the FY 2021/22 Annual Street Improvement Project.

Construction began on July 25, 2022, and was completed on September 1, 2023.

The scope of work included pavement improvements, pavement resurfacing, removal and reconstruction of damaged concrete sidewalk, curb and gutter, cross gutters, driveway approaches, ADA (Americans with Disabilities Act) curb ramps, utility cover adjustments, reconnecting existing curb drains, installation of new water meter, replacement of traffic loops, thermoplastic striping, pavement markings, and other related appurtenances.

STAFF REVIEW

The FY 2021/22 Annual Street Improvement Project was completed in conformance with the project plans and specifications. The construction management and inspection services were performed by Interwest Consulting Group and in-house staff. Staff recommends that City Council accept the work performed by Kalban, Inc. as complete and authorize the staff to file a Notice of Completion with the LA County Recorder's Office.

FISCAL IMPACT

The project was included in the City's Fiscal Year 2021- 22 Capital Improvement Program and was funded by CDBG, SB1, Measure M, Measure R and General Fund for the total amount of \$1,722,690.00. The project financials and accounting is summarized in the table below:

	Construction	Construction Management & Inspection	Total
General Fund	269,800.00	14,200.00	284,000.00
CDBG FY 2021-22	248,414.00	13,074.00	261,488.00
Measure M	252,700.00	13,300.00	266,000.00
SB1 - Gas Tax	96,431.00	28,475.20	124,906.20
Measure R	562,173.00	18,837.01	581,010.01
Project Total Cost	1,429,518.00	87,886.21	1,517,404.21

The project budget and funding summary was comprised of the following:

CDBG FY 2021-22	\$261,488
General Fund (MOE)	\$284,000
Measure M	\$135,587
SB1 – Gas Tax	\$565,000
Measure R Funds	\$266,000
Contingency	\$210,615
Total Project Budget	\$1,722,690

The total project cost of Construction and Construction Management & Inspections Services is \$1,517,404.21. Total project budget was \$1,722,690; therefore project came in under budget by \$205,285.79.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the project completion by Kalban, Inc., for the FY 2021/22 Annual Street Improvement Project.
2. Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2021/22 Annual Street Improvement Project.
3. Authorize staff to release 5% retention in the amount of \$75,941.67 for the FY 2021/22 Annual Street Improvement Project.



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lea Reis P.E., Director of Public Works/City Engineer
Nabi Sidiqi, Assistant Engineer JS

SUBJECT: **Appropriate Additional Funding for the FY 2023/24 Citywide Sign Replacement Project**

BACKGROUND

In July 2020, the City entered into an agreement with the California Department of Transportation (Caltrans) for the study of the Local Roadway Safety Plan (LRSP). The LRSP study focused on evaluating the safety of the City's entire roadway system and determined that traffic signs throughout the City have reached their useful life and are in need of replacement. Staff designed the FY 22/23 Citywide Sign Replacement Project to address these deficiencies by replacing a majority of the City's signs. In early 2022, the City applied for a Priority Legislative Budget Project (PLBP) grant distributed by Caltrans to help fund these projects. The City of Lawndale was awarded \$2,000,000 of PLBP funds to cover two CIP projects, one being the FY 22/23 Citywide Sign Replacement Project. \$1,000,000 will be used to augment the FY 22/23 Citywide Sign Replacement Project budget. \$492,922 was allocated for a portion of the work in the current fiscal year budget, and the balance will now be allocated for a total of \$1,000,000 to fund the sign replacements within the City of Lawndale.

STAFF REVIEW

Staff anticipated and allocated \$492,922 for the FY 2023/24 Citywide Sign Replacement Project in the FY 2023-24 budget from PLBP. With the receipt of the PLBP grant in the amount of \$1,000,000, staff may now replace more signs with the balance of \$507,078 provided. Since \$492,922 has already been appropriated, staff would like to appropriate an additional \$507,078 to the CY 2023/24 Citywide Sign Replacement Project, for a total budget of \$1,000,000.

LEGAL REVIEW

N/A

FISCAL IMPACT

Appropriate \$507,078 of PLBP grant funds to account 288-310-700.284 for the FY 2023/24 Citywide Sign Replacement Project. There is no impact to the General Fund.

City Council Meeting – October 16, 2023

Appropriate Additional Funding for the FY 2023/24 Citywide Sign Replacement Project

RECOMMENDATION

Staff recommends that the City Council authorize the appropriation of \$507,078 in PLBP grant funds to the FY 2023/24 Citywide Sign Replacement Project.

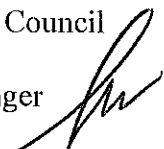


CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Michael Reyes, Municipal Services Director 

SUBJECT: **Recommendation to use Motorola Solutions, Inc./Vigilant Solutions as the exclusive provider of Automatic License Plate Readers for the City of Lawndale.**

BACKGROUND

Last year, the City Council expressed a desire to install Automatic License Plate Readers (ALPR's) at several major entrances to the City of Lawndale in order to assist law enforcement with gathering evidence and reducing crime. The ALPRs are cameras which are mounted on existing power poles, telephone poles or other elevated supports at fixed points throughout Lawndale which allow the cameras to capture hundreds of license plates of vehicles as they enter and exit the City. This information is extremely valuable to Sheriff's deputies for its ability to place a suspect vehicle at a certain location and point in time to assist detectives with gathering evidence and proving criminal activity.

STAFF REVIEW

At the direction of the City Council, Staff solicited bids from companies that provide Automatic License Plate Reading cameras, software for information gathering, installation hardware, and camera licensing and warranties. Two companies submitted bids to provide the City with Automatic License Plate Readers. Although both Motorola Solutions, Inc./Vigilant Solutions and Jenoptik gave professional submissions, which could satisfy the needs of the City, Staff felt that the Motorola Solutions, Inc./Vigilant Solutions bid offered the most complete package for the needs of Lawndale.

The Motorola Solutions, Inc./Vigilant Solutions bid included twelve fixed position cameras, nine Quick Deploy Cameras (Solar Kit) mounting hardware, installation costs, licensing costs, and warranties for five years. Motorola Solutions, Inc./Vigilant Solutions was founded in 2005 and is a recognized leader in License Plate Recognition. Motorola Solutions, Inc./Vigilant Solutions is also the preferred system for the Los Angeles County Sheriff's Department and is currently in use by several other Southern California cities and law enforcement agencies.

FISCAL IMPACT

The proposed cost for the License Plate Reader system including 21 cameras, installation hardware, software systems, and licensing for the cameras will be \$249,411.80. Funding for this project will come from the ARPA fund as this item relates to public safety and would be an allowable expenditure. A budget amendment of \$249,411.80 is needed for this item in account 285-300-530.100 (ARPA Fund –

Recommendation to use Motorola Solutions, Inc./Vigilant Solutions as the exclusive provider of Automatic License Plate Readers for the City of Lawndale

Contract Services). There is no impact to the General Fund. This amount does follow the recommendation from the Budget Subcommittee to keep the cost at an affordable price.

RECOMMENDATION

Staff suggests the following options and recommends Option 1.

Option 1) The City Council selects Motorola Solutions, Inc./Vigilant Solutions as the City's preferred provider of Automatic License Plate Reader's at the estimated price and for all the listed services in the RFP.

Option 2) The City Council selects Motorola Solutions, Inc./Vigilant Solutions as the City's preferred provider of Automatic License Plate Reader's at a lower price, but with less cameras, equipment, and coverage in order to reduce the cost to a more comfortable price point.

Option 3) The City Council gives Staff directions as to how many cameras they would like to have in use, with the possibility of adding additional cameras, once the program is underway and successful.

Attachment A: Motorola Solutions, Inc./Vigilant Solutions RFP (original)

Attachment B: Motorola Solutions, Inc/Vigilant Solutions RFP (revised)

Attachment C: Jenoptik Optical Systems, LLC Proposal

Attachment D: Map of proposed locations for ALPR cameras

Attachment A

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

April 20, 2023

City of Lawndale – City Clerk's Office
14717 Burin Ave. Lawndale, CA 90260

RE: RFP Response for Automatic License Plate Readers

Dear Mr. Reyes,

Motorola Solutions, Inc. (Motorola Solutions) is pleased to provide the City of Lawndale with this response, focused on our industry-leading portfolio of automated license plate recognition products. We have taken great care in providing a detailed and comprehensive response package that consists of all requested information outlined in your RFP.

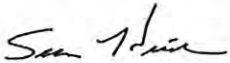
With Vigilant Solutions as your LPR provider, law enforcement agencies have 100% control over their data and whom they share their data with, if they choose to do so. Vigilant Solutions also owns and manages the single largest license plate recognition data sharing initiative that consists of over 35 billion LPR detections and is growing at a rate of over 200 million scans monthly.

Any questions the City has regarding this response can be directed to Louis Wershaw, Vigilant Solutions Account Manager, at (209) 283-0990 or louis.wershaw@motorolasolutions.com.

Our goal is to provide the City of Lawndale with the best products and services available in the communications industry. We thank you for the opportunity to present our solution information, and we hope to strengthen our relationship by implementing this project in the future.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Sean Heieck
Area Sales Manager

City of Lawndale, CA

Automatic License Plate Recognition

April 20, 2023

Description of Service

The Motorola Solutions LPR system enables officers to get real-time field intelligence to improve their safety and enhance the efficiency of their patrol.

Vigilant Solutions LEARN PlateSearch

Vehicle detections alone will not solve crimes; they create more work. Motorola's Law Enforcement Archival Reporting Network (LEARN) PlateSearch uses a vast database of plate detection data, as well as powerful search, analytic, and data management tools to turn those detections into leads. With precise investigative tools and access to a database containing information from billions of detections, Lynwood Police will be able to quickly solve investigations and make their community safer.

Powerful Searching and Analytics

LEARN PlateSearch is equipped with powerful analytic tools to find, track, and analyze vehicles of interest. LEARN PlateSearch offers:

- **Intuitive Plate Searching** - Users can complete and partial plate numbers and add hotlists that will send alerts when a matching detected. Users can also access historical where the plate has been previously spotted data to track that vehicle's typical routes.
- **Easily Narrowed Results** - Vehicle year, model search filters can be used to narrow number of vehicles to a manageable subset.
- **Associate & Convoy Vehicle Analysis** - convoy analysis will enable the City of Lynwood to identify vehicles that are connected to vehicles of interest. This gives the City of Lynwood more opportunities to generate leads using information they find during an investigation.
- **Location Analysis** - Location analysis will allow users to acquire information about the position of suspicious vehicles. They can determine its most probable locations, with dates and times. Addresses can also be paired to vehicles, helping to focus on where a crime took place. This data can be compared to historical LPR data to determine what, if any, vehicles were at a location during the time a crime occurred.



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Associate and

Flexible and Secure Data Management

LEARN PlateSearch will help organize and maintain data in a way that fits users' needs. LEARN PlateSearch data management capabilities supports the following management features:

- **Flexible Data Retention** - A configurable data retention policy preserves data for as long as it's needed to close a case and to meet state and local data retention requirements.

- **Industry Standard Security** - A Criminal Justice Information Services (CJIS) compliant Security Policy provides industry standard quality of physical security, redundancy, access control, audit functionality, encryption of data, and compliance regulation.

Shared Law Enforcement Data

Motorola is proposing cloud-based storage for the data, including access to the largest LPR database in States. It hosts over 30 billion LPR scans and is rate of 450 million scans per month. Data retention is Each agency can set retention length to match their operating procedures, local ordinances, and guidelines. Retention can be set to any length of time, instant deletion after the capture to indefinite storage.

The proposed subscription will include Law Archival Reporting Network (LEARN) access. LEARN enforcement agencies to share LPR data with over agencies on the network. This enables cameras to detect vehicles from multiple agency hotlists, including NCIC hotlists.

This data feeds into LEARN PlateSearch and Target Alert Service (TAS) software provided as part of this solution, enabling that software to flag vehicles more effectively.

Target Alert Service (TAS)

Target Alert Service (TAS) improves response speed and efficiency by sending near-real time alerts from camera hardware to officers in vehicles and to back-office personnel, such as the Dispatch Center or a Stolen Vehicle Task Force. TAS compares scanned license plates with a hotlist configured by the City of Lynwood, alerting personnel when it detects a match.

The TAS interface saves time by using alert sounds to personnel of detected hot list alerts, and by helping to law enforcement staff to the location of vehicles that hotlist alert.

Mobile Companion

The Mobile Companion app has been included to enable configuration of and notifications from the L6Q cameras. Mobile Companion can be upgraded (at additional cost) enable officers patrolling on foot to scan license plates, remotely access LEARN PlateSearch on iOS and Android Smartphones, and receive hot list alerts.



City's LPR the United growing at a customizable. standard community ranging from

Enforcement allows law 2,000 other



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Description of Technical Architecture

Motorola's Vigilant Solutions cameras connect to the Vigilant LEARN cloud via cellular connection. Data is encrypted in transit and at rest.

Products and Services

Thirteen (13) areas have been identified as primary entry points for the City of Lawndale. All areas are major roadway intersections where vehicular traffic is present and where ALPR data will be of value for both immediate alert action and long-term investigations.

The locations are:

1. S/B Inglewood Ave/Rosecrans Ave
2. S/B Hawthorne Blvd/Rosecrans Ave
3. S/B Prairie Ave/Rosecrans Ave
4. W/B Marine Ave/Prairie Ave
5. W/B Manhattan Beach Blvd/Prairie Ave
6. W/B Redondo Beach Blvd/Prairie Ave
7. N/B Prairie Ave/Redondo Beach Blvd
8. N/B Hawthorne Blvd/Redondo Beach Blvd
9. N/B Inglewood Ave/Artesia Blvd
10. E/B Manhattan Beach Blvd/Inglewood Ave
11. E/B Marine Ave/Inglewood Ave
12. W/B Marine Ave/Inglewood Ave
13. W/B Rosecrans Ave/Inglewood Ave

Motorola's Vigilant Solutions has multiple camera types based on use case scenarios and recommends the L5F camera system.

The L5F License Plate Recognition Camera System enables precision scanning on high-speed, high-traffic roadways by capturing clearer images at greater distance than ever before. Seamlessly paired with either Vigilant PlateSearch or ClientPortal, this complete, fixed solution enables users to receive real-time alerts, conduct comprehensive searches and leverage advanced analytics to protect communities and generate revenue.

LEARN and Vigilant PlateSearch empowers your team with patented analytics and billions of license plate scans from your agency's own cameras, other departments cameras, enterprise partners and a nationwide commercial data network to identify, predict and alert to vehicle sightings. With this cloud-based software solution, system management couldn't be easier while data retention, access and sharing is completely under your agency's ownership

Corporate Information and References

Corporate name and headquarters' address;

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781

Organization providing services

Vigilant Solutions, a wholly owned subsidiary of Motorola Solutions, Inc. is known as an industry leader in Automated License Plate Recognition. Founded in 2005, Vigilant Solutions has successfully partnered with our law enforcement clients to help identify, locate and apprehend security and safety threats by utilizing innovative intelligence solutions proven to help save lives through our LPR hardware, software and investigative tools. Our public safety infrastructure is driven by technology and data that delivers success across the globe.

Address/other contact information;

Company Contact

Louis Wershaw

Vigilant Solutions Account Manager

(209) 283-0990

Louis.wershaw@motorolasolutions.com

References .

Agency Name	Contact person	Telephone/Email
Carlsbad Police Department	Cindy Anderson	cindy.anderson@carlsbadca.gov
City of Victorville	Tony Camargo	tcamargo@victorvilleca.gov
Los Angeles County Sheriff's Office	Sam Paul	sspaul@lasd.org
City of Indian Wells	David Wright	dcwright@riversidesheriff.org
City of Rancho Mirage	Tyler Fowlks	tylerf@ranchomirageca.gov

Proposal

		Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113		 MOTOROLA SOLUTIONS	
Issued To:	City of Lawndale CA - Attention: Michael Reyes			Date:	04-20-23
Project Name:	RFP - City of Lawndale Automatic License Plate Readers			Quote ID:	LQW-0483-04

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Hardware

Qty	Item #	Description
(30)	VSF-025-L5F \$6,236.00 Each	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable - Dual-lens camera with infrared LEDs for plate illumination 55ft - 85ft capture distance and up to 2 lane coverage - Internal trigger for capture of plate alphanumerics, vehicle make and model - Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions 60' camera cable included - Includes CarDetector LPR software for local server hosting - LPR vehicle license plate scanning / real time alerting - Full suite of LPR tools including data analytics
Subtotal Price		\$187,080.00
(30)	VS-FX-UNI-POLE-WALL-BRKT_REV_B \$350.00 Each	Fixed LPR Camera Bracket Pole or Wall Mount - UPR ARM ASSY POLE & WALL MOUNT BLK REV B
Subtotal Price		\$10,500.00
(13)	BCAV1F2-C600 \$2,779.00 Each	Vigilant Fixed Camera Communications Box - Manages power and communications for up to four (4) Vigilant fixed LPR cameras - Includes modem for communication with cellular carriers - SIM Card not included
Subtotal Price		\$36,127.00

Extended Warranty

5 Years Coverage

Qty	Item #	Description
(30)	CDFS-4HWW \$2,000.00 Each	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5 - Fixed LPR System LPR hardware component replacement warranty - Applies to 1-Channel hardware system kit - Valid for 4 years from standard warranty expiration
Subtotal Price		\$60,000.00

Camera Licensing & LEARN

5 Years Coverage

Qty	Item #	Description
(5)	VSBCSVC-04 \$7,500.00 Each	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Managed/hosted server account services by Vigilant - Includes access to all LEARN or Client Portal and CarDetector software updates - Priced per camera per year for over 60 total camera units - Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price		\$37,500.00
(5)	VSBCSVC-L6Q \$3,450.00 Each	Vigilant L6Q Service Package for Hosted/Managed LPR Deployments Vigilant L6Q Service Package for Hosted/Managed LPR Deployments
Subtotal Price		\$17,250.00

Cellular Data Connectivity

5 Years Coverage

Qty	Item #	Description
(13)	VERIZON-NANO-SIM \$1,150.00 Each	Annual Cellular Data Plan (NanoSIM) - Includes SIM card with unlimited data plan - Valid for one year from shipment
Subtotal Price		\$14,950.00
(52)	VZ-NSIM-REN \$1,150.00 Each	Annual Verizon Sim Renewal - Annual renewal for SIM card with unlimited data plan - Valid for one year
Subtotal Price		\$59,800.00

Technical Services

Qty	Item #	Description
(1)	Installation \$58,560.00 Each	Hardware installation at (13) Locations. Engineered traffic control plans are not included.
Subtotal Price		\$58,560.00
(30)	SSU-SYS-COM \$955.00 Each	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Vigilant technician to visit customer site - Includes system start up, configuration and commissioning of LPR system - Includes CDM/CDF Training - Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price		\$28,650.00
(1)	VS-TRVL-01 \$1,488.00 Each	Vigilant Travel via Client Site Visit - Vigilant certified technician to visit client site - Includes all travel costs for onsite support services
Subtotal Price		\$1,488.00

Delivery

Qty	Item #	Description
(43)	VS-SHP-02 \$55.00 Each	Vigilant Shipping Charges - Fixed or Comms - Applies to each fixed camera LPR System - Or Communication Box Purchased without LPR System - Shipping Method is FOB Shipping
Subtotal Price		\$2,365.00
(1)	Sales Tax \$23,954.96 Each	Sales Tax @ 10.25% of \$233,707.00 = \$23,954.96
Subtotal Price		\$23,954.96

Quote Notes:

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- Returns or exchanges will incur a 15% restocking fee.
- Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
- This Quote does not include anything outside the above stated bill of materials.
- Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.
- LA County Master Agreement Pricing.
- L5F hardware installation at (13) locations. Installation cost presumes power at each location.
- Customer to provide no cost permits if required.
- Engineered traffic control plans are not included.

Total Price	\$538,224.96
--------------------	---------------------

Contract Terms Acknowledgement

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

1. **Contract Terms Acknowledgement.** Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA"), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.
2. **Entire Agreement.** This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.
3. **Disputes; Governing Law.** Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.
4. **Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

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

Customer: _____

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____



L5F FIXED LPR CAMERA SYSTEM

SEE FARTHER. SEE CLEARER. SCAN MORE.

Missed scans mean unsolved cases and unrecognized revenue. The L5F Fixed License Plate Recognition Camera System captures clearer images at greater distances on your high-speed, high-volume roadways. Paired with Vigilant PlateSearch or Vigilant ClientPortal, this solution enables you to receive real-time alerts, conduct comprehensive searches and leverage advanced analytics and parking tools to uncover new vehicle location insights that protect communities and generate revenue.

KEY BENEFITS

Scan More Than Before

Capture your clearest plate detections yet, at greater distance, on your most high-volume, high-speed roadways.

Rely On Better Basics

Beyond ensuring you've captured the best data, we make management, alerting and searching straight-forward.

Do More With More Data

Use patented analytics, specialized tools as well as easier data sharing and access to derive new intelligent insights.



L5F FIXED LPR CAMERA

The L5F Camera features a new state-of-the-art sensor that allows it to capture clearer images at greater distances on your high-speed, high-volume roadways.



CAMERA PERFORMANCE

Part Number	Optimal Focal Length	Capture Range*
VSR-5x-908	14 ft	6-27 ft
VSR-5x-916	40 ft	25-55 ft
VSR-5x-925	70 ft	55-85 ft
VSR-5x-935	95 ft	85-105 ft
VSR-5x-950	115 ft	105-125 ft

*Up to 2 lanes of traffic coverage in most scenarios.

OPTICS

Window	Shatterproof window	
Resolution	1440x1080 Monochrome global shutter	1440x1080 Color global shutter
Capture speed maximum	150 mph (241 kph)	

ILLUMINATION

Pulsed LED illumination	Zero lux environments *850nm and 750nm options
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VIDEO STREAMING

ONVIF compliant	H.264/H.265, M JPEG
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HOUSING

Size	6.9 x 6.5 x 2 in / 175 x 165 x 51 mm
Fixed mounting	3-axis (aim precision) lock in place, low profile, solid mount, and sun shield
Color	Matte black
Weight	3.5 lbs

ENVIRONMENTAL

Environmental protection	IP67 / NEMA4 compliant
Operational temperature	-40°F to 140°F (-40°C to 65°C)
Connector	IP67 rated

ELECTRICAL

Power consumption	12.95W nominal
Input voltage	POE (IEEE802.3 af PD)

CABLE MANAGEMENT

Cable length	Up to 328 ft (100 m)
Type	Cat6 STP 22-24 AWG
Connector	10 pin circular- all-weather, impact resistant

CAMERA ACCESSORIES

Part #	VS-UNI-POLE-MNT
Description	Single Fixed Camera Mount/Bracket

VLP COMMUNICATIONS BOX

The VLP Communications Box combines processing and power in a durable, ruggedized enclosure that is equipped with an all-in-one built-in processor with GPS and PoE for up to four cameras.



SYSTEM

CPU	Intel Gen8 Core i7-8700T (12M Cache 2.4GHz up to 4.0GHz)
Memory	2 x 8GB DDR4 2400 MHz SO-DIMM
LAN Chipset	9 x Intel i210-AT and 1 x i219 (iAMT9.5 w/ i5, i7 only) Gb/s Ethernet Controllers Onboard Support PXE and WOL

I/O

Serial Port	3 x RS 232/422/485 (Auto Direction Control)
USB Port	4 x USB 3.0 Ports
LAN	10 x RJ45 Ports for GbE (Optional for M12 connector and 8 x PoE total Max. 120W)
Video Port	3 x DP Ports
Wi-Fi Adapter	802.11n/g/b
4G LTE / GPS	Sierra Wireless EM7511-Dual Sim Support

POWER REQUIREMENT

Power Input	120V AC
Power Protection	Automatic Recovery - Short Circuit Protection
Power Management	Remote/Ignition connection to toggle power
Power Off Control	Power off Delay Time Setting by BIOS and Software

SOFTWARE

Operating System	Ubuntu 18.04 64bit
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GRAPHICS

Graphics	Intel® UHD Graphics 630
Resolution	Max Resolution (DP) : 4096x2304@60Hz

STORAGE

Type	2 x 2.5" Drive Bay for SATA Type HDD/SSD RAID 0, 1, 5 1 x mSATA
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ENVIRONMENTAL

Operating Temp.	-40°C ~ 70°C, ambient w/ 0.6m/s airflow
Storage Temp.	-40°C ~ 80°C
Relative Humidity	10% RH – 90% RH (non-condensing)
Vibration (random)	EC60068-2-64, random, 2.5G@5~500Hz, 1hr/axis with SSD
Vibration Operating	MIL-STD-810G, Method 514.6, Procedure 1, Category 4
Shock	Operating: MIL-STD-810G, Method 516.6, Procedure 1, Trucks and semi-trailers=15G (11ms) with SSD
Certifications	CE, FCC Class A, E13

MECHANICAL

Construction	Polycarbonate
Mounting	Wall or pole mount
Weight	34.5 lbs (15,649g)
Dimensions	356(L) x 305(W) x 178(D) mm



For more information,
visit motorolasolutions.com/contactus



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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Attachment B

		Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Los Angeles County Sheriff's Department - Attn: Samuel Paul			Date:	12-07-22
Project Name:	L5F & L6Q - Lawndale - LASD			Quote ID:	LQW-0483-03

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Hardware

Qty	Item #	Description
(12)	VSF-025-L5F \$6,236.00 Each	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable - Dual-lens camera with infrared LEDs for plate illumination 55ft - 85ft capture distance and up to 2 lane coverage - Internal trigger for capture of plate alphanumerics, vehicle make and model - Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions 60' camera cable included - Includes CarDetector LPR software for local server hosting - LPR vehicle license plate scanning / real time alerting - Full suite of LPR tools including data analytics
Subtotal Price		\$74,832.00
Qty	Item #	Description
(12)	VS-FX-UNI-POLE-WALL-BRKT_REV_B \$350.00 Each	Fixed LPR Camera Bracket Pole or Wall Mount - UPR ARM ASSY POLE & WALL MOUNT BLK REV B
Subtotal Price		\$4,200.00
Qty	Item #	Description
(5)	BCAV1F2-C600 \$2,779.00 Each	Vigilant Fixed Camera Communications Box - Manages power and communications for up to four (4) Vigilant fixed LPR cameras - Includes modem for communication with cellular carriers - SIM Card not included
Subtotal Price		\$13,895.00

Qty	Item #	Description
(9)	VSF-L6Q-S-KIT \$6,235.00 Each	L6Q Quick Deploy Camera (Solar Kit) <u>Offer Includes:</u> - One (1) L6Q camera with two (2) Lex-11 high capacity internal batteries - Solar Kit (40W solar panel, mounting bracket, charge controller, 12 Ah battery, Cable with M12 power connector) - Camera mounting bracket - USB-C cable and USB-C to USB-A adapter, Micro SD card - Requirements - Hosted LPR account for data storage, alerting, analytics and more - Enterprise Service Agreement <u>Optional, Sold Separately:</u> 12VDC Power Pigtail 120V AC power supply - Active SIM card with cellular data plan
Subtotal Price		\$56,115.00

Extended Warranty

5 Years Coverage

Qty	Item #	Description
(12)	CDFS-4HWW \$2,000.00 Each	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5 - Fixed LPR System LPR hardware component replacement warranty - Applies to 1-Channel hardware system kit - Valid for 4 years from standard warranty expiration
Subtotal Price		\$24,000.00
Qty	Item #	Description
(9)	CDFS-L6Q-HWW-04 \$1,400.00 Each	Extended Hardware Warranty - Fixed L6Q Camera System Extended Hardware Warranty - Four (4) Additional Years (Years 2 through 5)
Subtotal Price		\$12,600.00

Camera Licensing & LEARN

5 Years Coverage

Qty	Item #	Description
(5)	VSBSCSVC-04 \$3,000.00 Each	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Managed/hosted server account services by Vigilant - Includes access to all LEARN or Client Portal and CarDetector software updates - Priced per camera per year for over 60 total camera units - Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price		\$15,000.00
Qty	Item #	Description
(5)	VSBSCSVC-L6Q \$2,160.00 Each	Vigilant L6Q Service Package for Hosted/Managed LPR Deployments Vigilant L6Q Service Package for Hosted/Managed LPR Deployments
Subtotal Price		\$10,800.00

Technical Services

Qty	Item #	Description
(1)	Installation \$15,000.00 Each	Hardware installation at (4) Locations. - Site 2: SB Hawthorne & Rosecrans - Install 3 Cameras & 1 Comms Box - Site 6: WB Redondo & Prairie - Install 2 Cameras & 1 Comms Box - Site 9: NB Inglewood & Artesia - Install 2 Cameras & 1 Comms Box - Site 13: EB Rosecrans & Inglewood - Install 2 Cameras & 1 Comms Box - Engineered traffic control plans are not included.
Subtotal Price		\$15,000.00
Qty	Item #	Description
(5)	SSU-SYS-COM \$955.00 Each	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Vigilant technician to visit customer site - Includes system start up, configuration and commissioning of LPR system - Includes CDM/CDF Training - Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price		\$4,775.00
Qty	Item #	Description
(1)	VS-TRVL-01 \$1,488.00 Each	Vigilant Travel via Client Site Visit - Vigilant certified technician to visit client site - Includes all travel costs for onsite support services
Subtotal Price		\$1,488.00

Delivery

Qty	Item #	Description
(26)	VS-SHP-02 \$55.00 Each	Vigilant Shipping Charges - Fixed or Comms • Applies to each fixed camera LPR System • Or Communication Box Purchased without LPR System • Shipping Method is FOB Shipping
Subtotal Price		\$1,430.00
Qty	Item #	Description
(1)	Sales Tax \$15,276.80 Each	Sales Tax @ 10.25% of \$149,042.00 = \$15,276.80
Subtotal Price		\$15,276.80

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
5. This Quote does not include anything outside the above stated bill of materials.
6. Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.
7. LA County Master Agreement Pricing.
8. L5F hardware instalaltion at (4) locations. L6Q camera installation is not included.
9. Customer to provide cellular data SIMs for L6Q cameras and VLPs.

Quoted by: Louis Wershaw - 209-283-0990 - louis.wershaw@motorolasolutions.com

Total Price	\$249,411.80
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Contract Terms Acknowledgement

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

- 1. Contract Terms Acknowledgement.** Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA"), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.
- 2. Entire Agreement.** This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.
- 3. Disputes; Governing Law.** Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.
- 4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

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

Customer: _____

Signature: _____

Name: _____

Title: _____

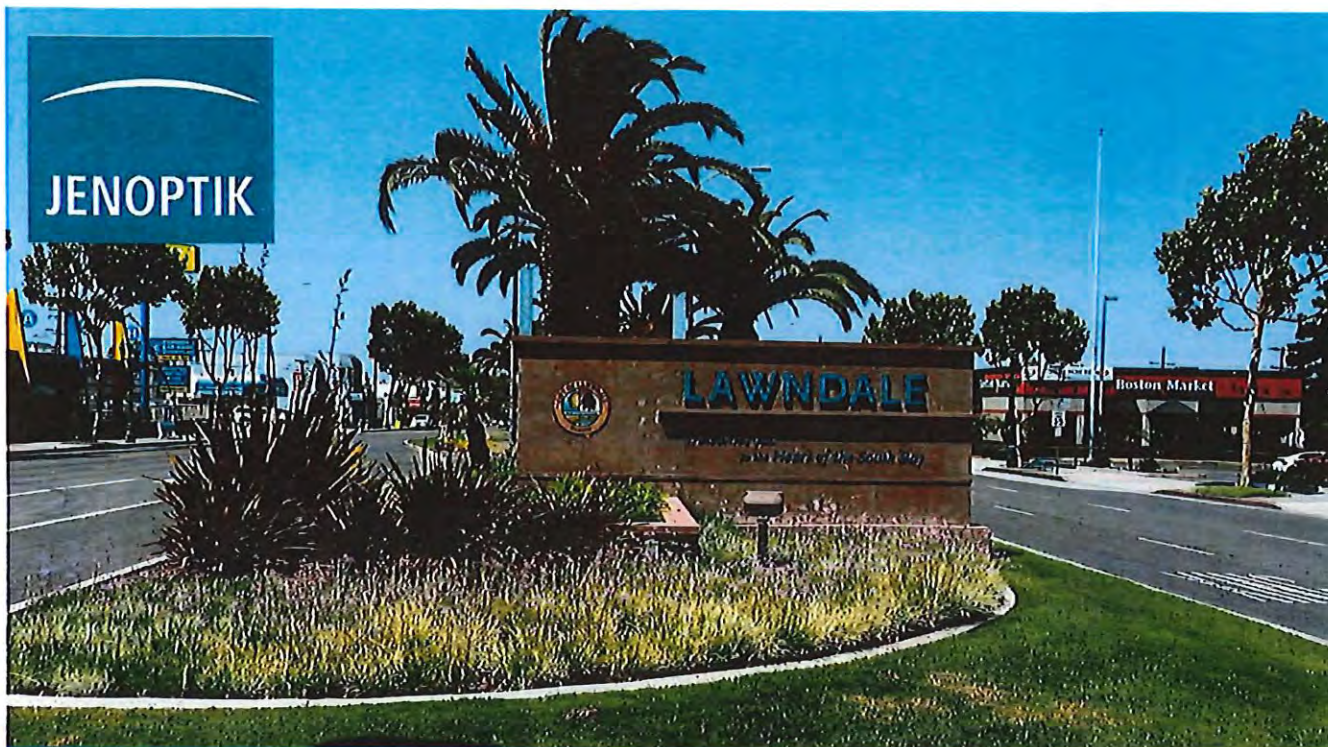
Email: _____

Date: _____

Attachment C



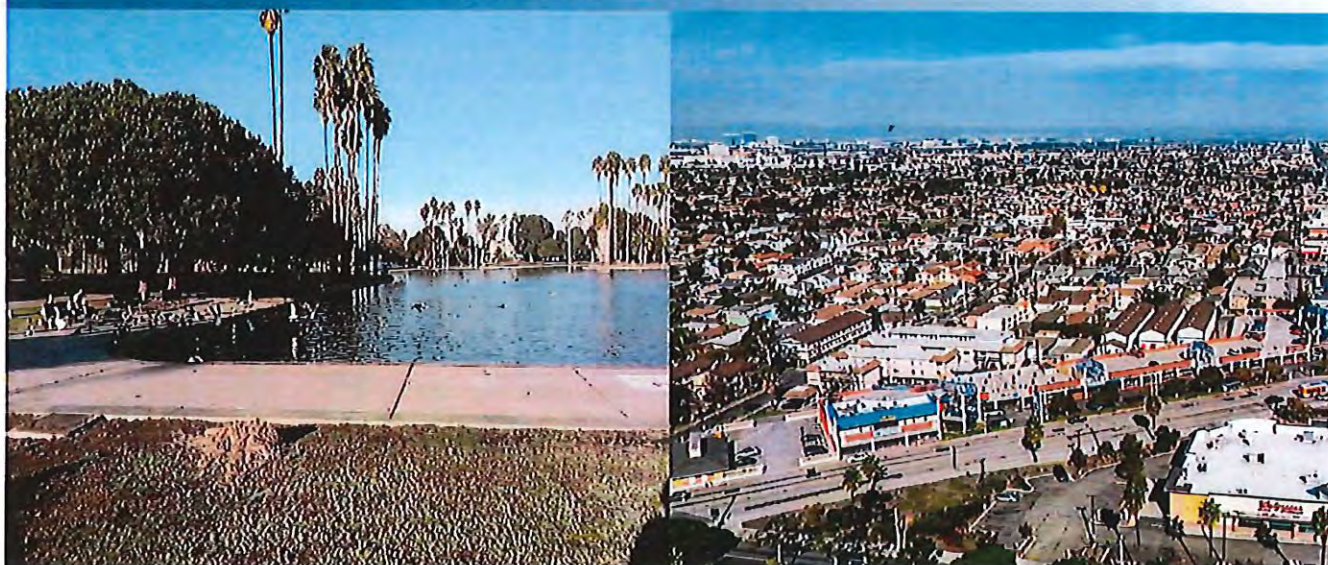
JENOPTIK



City of Lawndale, California

Automatic License Plate Reader Program

DUE DATE: 4/20/2023



Contact: Craig Schmidt, Key Account Manager

✉ craig.schmidt@jenoptik-inc.com

☎ D 561-459-3330 W 561.881.7400



JENOPTIK

JENOPTIK | Smart Mobility Solutions
Traffipax LLC

16490 Innovation Dr • Jupiter FL •
33478 • USA

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COVER LETTER

April 20, 2023

Mr. Michael Reyes
Director of Municipal Services
The City of Lawndale
14616 Grevillea Avenue
Lawndale, CA 90260

RE: Response to Request for Proposals Automatic License Plate Readers

Dear Mr. Reyes and Evaluation Committee Members:

Traffipax, LLC., a member of the JENOPTIK Smart Mobility Solutions Division presents our response to the RFP Automatic License Plate Reader. We acknowledge the requirements in the RFP and present our response to the City of Lawndale.

JENOPTIK is dedicated to developing and deploying innovative technologies that help protect communities worldwide. Our experience in delivering public safety solutions is recognized throughout the world. We know how best to design, develop, deploy and maintain these types of technologies to meet local rules and regulations. We originally invented ALPR in 1979, which is a cornerstone of any traffic monitoring solution.

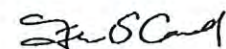
We have over **4,000** JENOPTIK systems installed across North America, more than **30,000** systems deployed globally and still continuously expanding by improving the effectiveness of road safety strategies. Our products and services will provide advance analytical tools and applications to enable the City's to be proactive by taking preventative measures against criminal activities such as:

- | | | |
|--|--------------------------------------|-------------------------------------|
| ☐ Motor Vehicle Theft | ☐ Robbery | ☐ Burglaries |
| ☐ Amber Alerts | ☐ Trafficking | ☐ Homicide |

Our ALPR camera is capable of monitoring three (3) lanes of traffic. We design all of our own cameras and back office software and can provide 100% in house support for any potential technical concerns. Our cameras operate in all environmental and weather conditions, day and night, using video analytics and artificial intelligence (AI). JENOPTIK's team are readily available to work closely with the City's staff to provide our full turnkey Smart Mobility Solutions. We will conduct the necessary site assessments, customize the ALPR camera systems, install on new or existing poles, maintain, monitor performance and provide exceptional customer support throughout the term of the contract.

JENOPTIK's authorized representative will be Craig Schmidt, Key Account Manager for this submission. He will be available through the duration of this project at our California office 39300 Civic Center Drive, Suite 240, Fremont, CA 94538, via email craig.schmidt@jenoptik-inc.com or his direct phone number 949-603-6615. Mr. Schmidt has many years of experience in public safety and civil security. He has extensive knowledge and experience in the California region and able to collaborate effectively. He is an essential member of our team and can provide excellent support and expertise on our Smart Mobility Solution products and services. JENOPTIK, as the developer and manufacturer of our cameras and software provides powerful, reliable, and efficient public safety to our stakeholders throughout the world. We commit to the same level of quality and standards to a long-term partnership with the City of Lawndale, California.

Respectfully,



Mr. Finbarr O'Carroll
President Americas
JENOPTIK, Smart Mobility Solutions

16490 Innovation Drive, Jupiter, FL 33478 561-458-3330 finbarr.oconnor@jenoptik-inc.com



MORE LIGHT

1. TECHNICAL

1. TECHNICAL

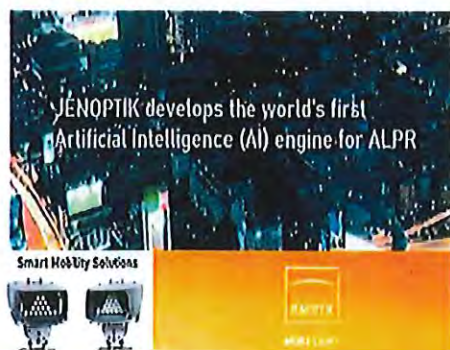
A. EXECUTIVE SUMMARY

Traffipax, LLC., a member of the JENOPTIK Smart Mobility Solutions Division presents our proposal in response to RFP for Fixed-Mount Automatic License Plate Reader (ALPR) Program for the Police Department in the City of Lawndale, California. Our latest generation camera will result in an increase to prosecutable offenses, assist with community policing and safety, our cameras will provide video/streaming and efficient criminal investigations. In addition, there are no third party software or hardware elements and therefore, the City will receive the highest level of customer support, performance and responsiveness.

JENOPTIK's cameras are robust, compact, durable and reliable and our professional technicians can easily install on traffic lights, street lighting and existing pole. Our products and services developed and deployed for all types of environmental and weather conditions. The camera feeds deep learning software, with clear and high-resolution vivid images of vehicles day and night, public safety, video analytics and artificial intelligence (AI).

Our camera has specially designed color and monochrome camera sensors and an array of Infrared illuminators that maximizes ALPR capture rates and accuracy. Our cameras can monitor high-speed traffic to ensure optimal performance and accuracy in our system. JENOPTIK provides high definition live remote video streaming, data transfer, lookup, storage and historical retention capability providing the solution within this RFP.

As an end-to-end solution provider, we support our customers with a total system of roadside equipment and software, including integration, implementation, installation, system notification and maintenance. Our own in house team manages our operational implementation.



Our efficient development of camera and sensor technology has guaranteed our unique vertical integration, short development cycles, and a decisive technology cutting edge for many years. JENOPTIK's top quality workmanship and our unmatched reliability have characterized our brand name with many key advantages that benefit private and public governmental authorities.

JENOPTIK is the original Pioneer of the Industry

JENOPTIK, Smart Mobility Solutions is an established provider in this industry. The industry timeline illustrates JENOPTIK's historical development throughout the years and shows the evolution from a manufacturer of photographic equipment to a worldwide leading group in traffic enforcement.

Corporate Culture

The focus is to establish a dialog-based corporate culture characterized by initiative, respect for diversity and equal opportunities. The basis for employees to be "Open, Driving, Confident". We believe that committed and curious people always perform outstandingly. We value new ideas and develop them further by encouraging employees so we all can be successful.

Our History



- ▶ This is the basis for the success of all ROBOT cameras.
- ▶ The small picture camera for amateurs was launched on the market.
- ▶ It was a very robust, small, fast and handy camera that met with a very positive response in the professional world.
- ▶ The company developed towards technical photography.
- ▶ Warning – bank robbery: photographic alert systems
- ▶ Warning – road accident: photographic traffic surveillance

1960 ROBOT focused on traffic solutions.  At the beginning of the 1960s, the first stationary ROBOT system was installed in Düsseldorf. At the beginning of the 1970s, the company developed systems that were installed on a tripod or in the vehicle.	1963 The Motor Recorder was launched on the market.  The Motor Recorder became the worldwide standard in photographic traffic monitoring. The patented rotor lock was long-lasting and maintenance-free up to 1 million releases.
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Today Jenoptik is an international solution provider for more traffic safety and public security.  Systems and applications for: - Traffic Law Enforcement - Civil Security - Road User Charging
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Innovating Public Safety with ALPR since 1979 and expanding for the FUTURE



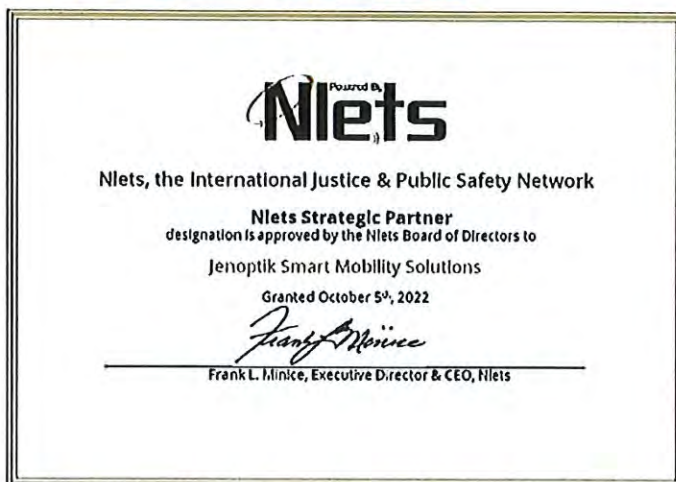
Notable Recognitions & Certifications



JENOPTIK has a strong global presence and installation base supported by reliable partner networks with innovation as our driving force. Our most recent awarded contract in the US is with the National Cooperative Purchasing Alliance (NCPA) <https://www.ncpa.us/Vendors/Jenoptik> for Red Light, Speed and Automated License Plate Recognition (ALPR) solutions, a valuable and credible recognition.

We are a Strategic Partner with the National Law Enforcement Telecommunication System (Nlets). Car ownership records for in state and out-of-state drivers are retrieved using a recognized and secure resource, therefore our partnership with Nlets is a network communication center that connects to over 55,000 law enforcement and judicial agencies in North America (all 50 states & territories, Mexico and Canada). We are proud of our partnership status and continuing the mission of making our communities and roadways safer.

<https://www.nlets.org/communities/strategic-partners>



Our Environmental Health and Safety team is responsible for managing and controlling environment, health and safety matters. We continuously conduct reviews, regular internal audits and obtain external up to date certifications to ensure our systems meet standards. In addition, depending on their environmental relevance, selected JENOPTIK companies are certified compliant with the environmental and quality management standards. We have other mentioned JENOPTIK's notable recognitions and certification <https://www.jenoptik.us/about-jenoptik/quality> mention listed.

IATF 16949 for the automotive industry
ISO 9001 for quality management processes
ISO 13485 for medical devices and products
ISO 14001 for the environmental management system
ISO 27001 IT security and compliance
ISO 45001 Occupational Health & Safety
ISO 50001 for the energy management system
AQAO 2110/2210 NATO QA System
EN 9100 for aerospace and defense industries
International Railway Industry Standard (IRIS)
JENOPTIK recognized at 2019 TEA Thea Awards for Outstanding Achievement

[Jenoptik recognized at 2019 TEA Thea Awards | Jenoptik USA](#)

JENOPTIK wins ABC Design Award and German Design Award 2022 with TrafficPole

JENOPTIK receives ASML Sustainability Excellence Award

JENOPTIK's involvement with [New York City Automated Speed Enforcement Program](#) JENOPTIK supplies all the cameras

As a manufacturing technology company, JENOPTIK produces a very small amount of emissions and our focus on green initiative is through our efficient Sustainability Environmental Management program. We want to reduce energy consumption and the ensuing greenhouse gas emissions as much as we can by using commodities and materials carefully and safely. We want to avoid hazardous waste and from our initial implementation on many of our development process, we have paid attention to environmental



aspects and the economical use of resources. Through our regulated recycling and disposal programs, we minimize the impact on people, the environment and nature by recycling, circular economy, resource conservation (raw materials, water, etc.), energy and CO2 savings as well as bio-diversity. JENOPTIK is conscientious on protecting our environment and of high priority as our corporate responsibility to grow sustainably in harmony with the environment and society.

JENOPTIK's locations that will facilitate products and services will be our California and Florida offices. Our offices are open normal business hours. However, JENOPTIK's operational facility is made available 24/7/265.

B. Scope of Work

JENOPTIK's ALPR Camera

JENOPTIK's Automatic License Plate Reader cameras are robust, compact, durable and reliable easily installed on traffic lights and streetlights, solar powered trailers and integrated into patrol cars. The benefit of having our complete solution is we design, develop and own our products. The complete solution is custom designed, developed and owned by JENOPTIK and this direct service will ensure the City receives all the required elements.

We provide solutions and strategies for enhancing safety and improving traffic mobility and offer a full range of services based on a robust sensor and digital high-resolution automated camera.



This illustration shows Camera (TLE & ALPR) Locations Clients throughout the world - Red Light or Speed Safety Camera

JENOPTIK can demonstrate that the proposed Smart Mobility Solutions is "business as usual" using our proven technology, experienced staff and practical procedures. The map represents an extract of JENOPTIK's experience of over 40 years. The blue areas on the adjacent map show the locations of our current installed cameras worldwide. We have successfully installed and operated our equipment adapting to extreme environment conditions.

JENOPTIK'S TECHNOLOGY TO MAKE ROADS SAFER & MORE SECURE



There are no third party software or hardware elements, our solution is 100% designed and supported by us



We customize our products and services to meet our CLIENTS specific Public Safety needs

Our Technologies Contribute to Saving People's Lives and Improving the Safety of the Public On and Off Roads



- ☑ **All-in-One:** Single camera solutions leads to easier setup, maintenance, and lowers cost automatic vehicle color, make and model detection option Video and photo options
- ☑ **All ALPR processing is done at the edge (on the camera)**
- ☑ **Multiple Lanes:** A single camera is capable of monitoring 3 lanes
- ☑ **High Speed Performance:** Capable of capturing vehicles up to 186 MPH
- ☑ **Bi-Directional:** Can read front and rear license plates simultaneously if monitoring two-way traffic
- ☑ **Exceptional Night-time Performance:** Camera provides superior nighttime accuracy of plate capture and read due to IR Lighting from 16 Nodes, discreet non-human visible Infrared illumination for excellent nighttime vehicle context images where required.
 - No distracting flash or light pollution
 - Dedicated Monochrome Lens
 - Lighting Sensor

We customize our products and services to private and public organizations that include governmental authorities and police enforcement agencies. Our proposed fixed solution with the back office software enables the City to receive actionable hollist alerts of vehicle of interests in under 5 seconds. All communications to the back office server uses secure HTTPS or SFTP file transfer protocols.

We provide easy configuration instruction for our cameras through a simple easy-to-use GUI, which leads an installer through the key stages needed to make a camera operational. This intuitive interface guides both new and experienced users through the optimum setup configuration for the camera

JENOPTIK's camera can be configured to supply live video feed viewable through a web browser application. HD video files can be recorded locally at the camera and stored in a secure, weatherproof adjacent storage device. These video files are recorded in two (2) minute increments, without interruption and may be viewed and downloaded by the same web browser application. Video file retention is set for 30 days, and additional days' storage can be available.



JENOPTIK's ALPR camera can operate in two trigger modes, either auto-detecting vehicles as they pass through the field of view, or by linking to an external trigger, for applications where only specific vehicles are required to be identified. In automatic mode, the camera analyze every frame image captured by the camera, and tracks vehicle number plates through the field of view, covering multiple lanes of traffic and flows in the same or opposite directions (depending upon site geometry and plate format). This provides an extremely robust way of localing number plates and provides a measure of vehicle speed. For these reasons, our camera is one of the few ALPR cameras in the world certified for capture of vehicles traveling up to 186 MPH in all weather and lighting conditions. In addition, JENOPTIK's ALPR camera can be configured for Speed and Red Light Enforcement (RLE) with the addition of a Radar device (also supplied by JENOPTIK).

The JENOPTIK Camera is an All-in-One single camera solution, which leads to easier setup, maintenance and lower cost. The Camera represents the latest development and the most successful traffic enforcement and license plate reading technology in the market, and was designed for unattended (24 hours/7 days), automated traffic enforcement system for multiple applications, including red light enforcement. Our solution does not require any in-road loops or piezo detection devices. All communication is wireless, using the cellular network to communicate with the BOF.

Highly Advanced Technology

JENOPTIK combined decades of ALPR experience into a single, highly capable and compact integrated unit. Two high-resolution cameras combined with Integral Infra-Red (IR) illuminators provide ALPR and scene overview images, including day/night mode allowing capture on a completely dark road. Images can be transferred via a wide range of communications media, or stored on local high-capacity memory if communication should fail for a certain period. A GPS clock, compass, accelerometer and two light sensors allow the camera to adapt dynamically to a changing operational environment, supporting even the most challenging applications

Our camera is uniquely manufacture by JENOPTIK can operate without relying on third party vendors. The Camera has specially designed color and monochrome camera sensors, and an array of infrared illuminators that maximizes ALPR capture rates and accuracy in all environmental and weather conditions, day and night. Infrared is not visible to the human eye, its narrow band pass infrared active illumination with matched optical filters, dynamic camera control and short shutter exposure time provide a high degree of immunity to the effects of sunlight and vehicle light emission.

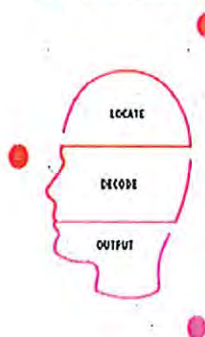
JENOPTIK's camera is simple to install, configure and operate, combined with the camera's technical capability, this delivers powerful solutions that can be rapidly implemented.



The Installation of our customized camera can be mounted on a wide variety of fixtures, from traffic signals and street lighting columns to gantries and bridges. A wide angular offset allows installation away from the monitored lanes. A range of mounting fixtures is available for easy installation. A single cable is used for power, data and video, with no requirement for an additional roadside cabinet.

Camera integrated ALPR and can monitor up to three lanes of high-speed traffic in the most challenging of conditions, by day or night. It is capable of bi-directional operation and boasting a greater resolution and processors that are more powerful. The imaging capability can be further enhanced by enabling "gain cycling" and/or "shutter cycling" options. These options will increase and decrease the gain and/or shutter, per frame, based on configurable values best suited for the operational environment. This allows the camera to, at a minimum; analyze several images captures per vehicle at various lighting levels.

DEEP LEARNING SYSTEM



The Deep Learning Engine is an artificial intelligence (AI) trained in a similar fashion to a human being, for example, is taught to recognize a "ball" – through correct and numerous repetition. In this case, the AI program identifies a valid license plate and knows how to read and detect each license plate per State. Its program will identify the font type, the font size, the spacing between letters, and the design of the plate amongst other features. This is all done in a "black box," which would be equivalent to our minds – there is no predetermined path to make a decision; it is entirely "organic."

Deep Learning, on the other hand, does not "segment-and-compare," it simply "looks" at the license plates, and "reads" the characters as a human being would.

This has the benefit of being much more accurate, but also faster meaning quicker alert notifications of hollist or suspect vehicles.

Benefits of deep learning

- ✓ Cost effective: Additional equipment or an additional installation is unnecessary.
- ✓ Effective: Faster data processing at no extra cost.
- ✓ Powerful: Especially high capture rates.
- ✓ Precise: Vehicles are classified into cars, vans, lorries, buses and motorcycles.



Over a short period and with enough training data, the accuracy of this AI can be tremendous. The result of being "taught," is that the AI is capable of identifying and reading plates in hundredths of a second and with an awesome level of accuracy

JENOPTIK's ALPR cameras feed deep learning software with clear and high-resolution images even under difficult weather conditions, as well as at night and for high speed traffic. Integrated light sensors enable the cameras to adapt optimally to changing exposure conditions and reliably monitor several lanes simultaneously. The ALPR cameras are robust, compact, durable and reliable, and can be installed on traffic lights, street lighting and existing masts, are suitable for both stationary and mobile applications.

In comparison, "Conventional ALPR" must segment (draw a box) each character in the license plate, and then compare that segment to a collection of letters in database (by country or state). This takes significantly more time, and is much less reliable. If the segment or letter is obstructed (by a trailer, license plate frame, mud, etc.), then the technology is defeated, and is incapable of producing a read of the license plate. Deep Learning, on the other hand, does not "segment-and-compare," it simply "looks" at the license plates, and "reads" the characters as a human being would. This has the benefit of being much more accurate, but also faster meaning quicker alert notifications of hollist or suspect vehicles.

Our Back Office Facility (BOF)

JENOPTIK proposes our owned manufactured cameras with our acclaimed Back Office Facility (BOF) software. This solution provides advance analytical tools to enable Police Department to be proactive by taking preventative measures against life threatening situations and criminal offenses. We can provide a valuable public safety solution for the Police Department in City of Lawndale City.

Industry best practices are employed to protect the integrity and security of data both at-rest and in-transit whether at the roadside (camera) or in the cloud-server environment. This includes physical protection in the form of tamper detection at the camera sites, which in case of unauthorized physical access to the camera will result in any stored data and encryption keys to be automatically deleted.

The connection to and from JENOPTIK's camera to our BOF carries offence data, command status and log information; the data is encrypted and authenticated using the AES algorithm. Each camera maintains a set of Key Encryption Keys (KEKs) from which Data Encryption Key (DEKs) are created for each offence. The encryption strength is AES128 for data with a 64 bit MAC.

All records will be stored on an Amazon Web Services (AWS), Gov Cloud and Cloud-Base Server within the continental U.S. in accordance to Federal, State Local laws, rules, and regulations. The AWS Gov Cloud Base service is compliant with following, but not limited to: the National Institute of Standards and Technology (NIST), Criminal Justice Information Security (CJIS), Federal Risk Authorization Management Program (Fed RAMP), U.S. International Traffic in Arms Regulation (ITAR), Federal Information Processing Standard (FIPS).



JENOPTIK ensures the highest level of data transfer security to protect confidential information through access control, secured firewalls, detection of unauthorized encryption and our BOF VPN systems. Our trained team will not disclose any information to unauthorized users and only after various network verification layers to identify authorized user that will be granted access.

KEKs are encrypted with AES192. Any network traffic incoming and outgoing through the BOF passes through a Federal Information Processing Standard Publication 140-2 (FIPS 142-0)-compliant load balancer to maintain the cybersecurity of the system in relation to connections from both the camera estate and user connections. The JENOPTIK's BOF software will be hosted in a CJIS-compliant cloud environment that has been designed against the CJIS guidelines as per the Federal Bureau of Investigations

Received ALPR data can be matched against various lists (holists, black/white lists) in real time. Live alerts are distributed to all users via audible/visual alert, SMS or email. Logged-in users have the ability to filter their alerts, and rights-based access enhances security.

This allows the administrator to control access to information, especially during sensitive operations. Powerful user features enable real-time interaction, such as the ability to correct misreads, recheck against matching database criteria and redistribute system-wide.

The on-board GIS mapping facility overlays alert information in real time onto detailed maps, enabling the operator to clearly identify alert locations. User activity is fully audited and the administrator via the client application can review this data. Our ALPR software is fully compliant with local, State and Federal laws compliance.

The design and architecture of the system is modular, enabling it to be adjusted, scaled, and tailored to suit unique customer applications. How the BOF is used will vary depending upon who and for what purpose this system has been configured. The available features and interfaces to external processing systems can differ from customer to customer. The BOF will be accessible from any computer located in any municipality through a secure connection and will therefore allow Officers to review incidents locally or centrally. For this proposal, the BOF will be configured to manage and review events, manage camera assets, user accounts, and provide reporting capabilities. It is also capable of providing live alerting of known or desired vehicles to the user in real-time with the use of customer configurable holists, if desired.

The public-private key method ensures that the data is accessible only by facilities that have both the tools required to decrypt but also the private key. Both the strong digital signature and the encryption algorithms are standardized, publicly known, well accepted, recommended and approved by governmental and security entities. This may be considered as exceeding the requirements with respect to the required protection level.

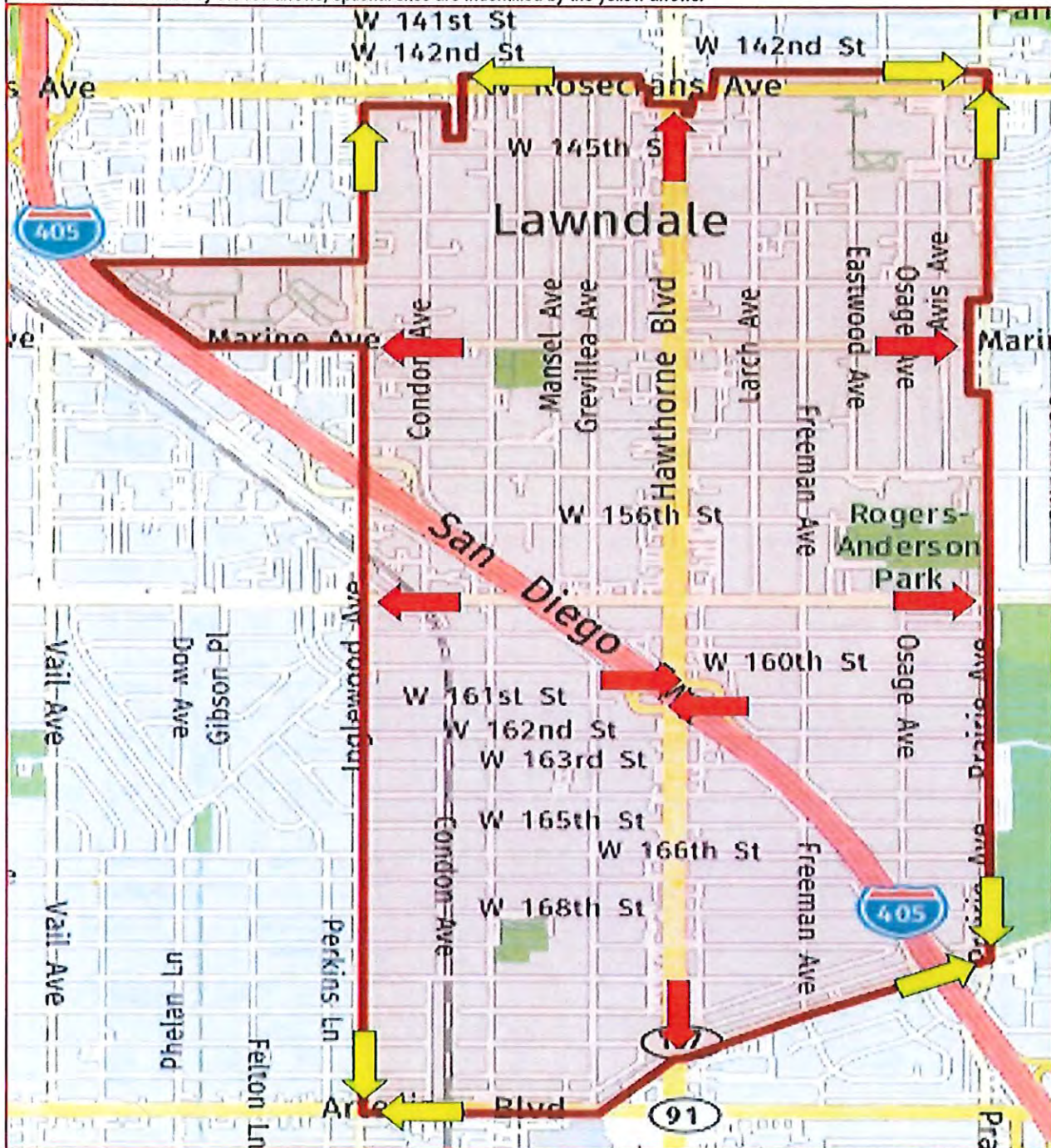
Our Trained Staff

Our team of engineers undergo rigorous internal training and certified to perform installation, operation, and maintenance of the camera systems and BOF software. All engineering administrators of BOF systems are required to complete CJIS Level 4 Training for System Administrators. This ensures a high degree of system expertise and familiarization. Additionally, hands-on experience in the field and with other customers ensure that the City of Lawndale City receives the best support possible. JENOPTIK's highly qualified team members will relate personable and valuable information to end users in a series of training sessions. We believe the on-site training for our stakeholders is the most preferred method for information exchange led by a member of our experienced engineers.



C. PROPOSED APPROACH POTENTIAL ALPR LOCATIONS

As one of the originators of Automated License Plate Recognition, JENOPTIK has been providing ALPR solutions for many years and we are confident in our abilities to provide City of Lawndale with a robust and superior ALPR solution to combat crime, monitor major roadways near the entrance and exit of the City. We have briefly assess based on the parameters listed on the RFP and we propose eight (8) cameras to cover the primary entrances. The images represented below indicate the potential ALPR locations within City of Lawndale, California. The locations were selected based on the proximity to the entrances into the City. This is not considered a final selection, and alternative locations can be selected based on the City's needs. Proposed sites are identified by the red arrows; optional sites are identified by the yellow arrows.



D. PROPOSED TIMELINE

JENOPTIK's skillful approach is to have the Project Manager plan the various phases and activities within two weeks of an executed contract and deployment of the (Automatic License Plate Reader) ALPR systems, go-live date. Our assigned project manager for this project is Mr. Paul Trujillo paul.trujillo@jenoptik-inc.com whom will service as the primary contact for all business and technical matters related to the proposed solution. JENOPTIK, Smart Mobility Solutions will deliver, install, professional level ALPR Camera systems within City of Lawndale and provide the following estimated time frames based on permits made readily available, weather conditions and construction factors for the identified locations listed in the RFP.

We understand the core elements of this program and project approach and have outlined the estimated days* approach and schedule for the required camera systems.

PROJECT APPROACH		Duration (days)* Estimated	RESOURCE
1	Notice To Proceed	1	
Camera Equipment Schedule			
2	Complete site surveys and submit results to the City identifying areas with existing poles or new poles needed	10	JENOPTIK
3	Start installation of new poles with approval from the City	-	CITY
4	Start installation on existing poles based on City's approval	7	JENOPTIK
5	Commissioning and testing	5	JENOPTIK
Back Office Schedule			
6	Upon completion of fixed pole camera installations, initiate back office application set up	7	JENOPTIK
7	Identify staff to receive credentials for back office access	-	CITY
8	Local training on software	1	JENOPTIK
9	Go Live	7	JENOPTIK
Training Schedule			
10	On-going training as need and follow-up calls	7	JENOPTIK

JENOPTIK's services includes data transfer from the ALPR systems to the processing Centre specifically designed to comply with the data security and integrity. We provide maintenance of the cameras according to our internationally deployed service and maintenance procedures adapted to the specific requirements as listed in this solicitation. JENOPTIK proposes to survey the location sites and make a valuable assessment to place them in the most obvious points of entry. We remain proactive in our projects to avoid delays or concerns. Therefore, after contract execution, we are prepared to proceed with the project, survey each site and document key inputs to design the necessary plans. All surveys will be shared with the City for an active discussion on the listed locations from the RFP In addition, JENOPTIK's dedicated project team are screened and have significant and level of knowledge with expertise in the traffic safety and public safety.

NEW SITE INSTALLATION PLANNING

The JENOPTIK Service Delivery Team (SDT) conducts surveys of the designated camera locations. These surveys are initially done in collaboration with the customer using intersection construction plans, with markups by all relevant stakeholders. JENOPTIK's workflow will require coordination with the City staff and may include but not limited to as modifications may be necessary.

The following project plan outlines the activities within two weeks of contract award, contract signing and deployment of the ALPR systems; go-live date.



Site Surveys	Delivery of Equipment	Installation	Configuration	Operation "Go Live"
1. The site surveys are conducted based on the criteria of the RFP and specifically developed by JENOPTIK's team with consideration to the most cost-effective solution, utilizing existing infrastructure 2. JENOPTIK will work with local subcontractor(s) to construct the camera sites. (only if applicable, and/or as needed basis) 3. JENOPTIK's Camera are compact easy to install on the existing poles without affecting existing equipment and/or install new poles if needed. 4. Safety first – All precautionary measures to ensure safety and continuous traffic flow during all phases of installation are taken within compliance 5. JENOPTIK will acquire permits and work with the appropriate public officials to obtain timely approvals	1. As part of the delivery process, specific customer requirements are reviewed and identified per the specification and/or statement of work, scope of services. This may include but not limited to: 2. All components shall be packaged and shipped in a manner that will prevent the parts from being damaged during transit from the supplier to JENOPTIK. 3. The supplier shall bag and tag the components being delivered that easily identify the materials with the following information: • Supplier • PO Number issued • Part Number • Revision • Quantity • Serial Number (if applicable) • Destination (FOB)	1. (see figure 1) JENOPTIK's camera is simple to install, configure and operate. 2. (see figure 2) JENOPTIK will mount on a wide variety of fixtures: • traffic signals • streetlighting columns • gantries • bridges 3. A wide angular offset allows installation away from the monitored lanes. 4. (see figure 3) A single cable is used for power, data and video, with no requirement for an additional roadside cabinet. 5. A user-friendly (GUI) graphical user interface guides installers through the key stages needed to make a camera operational, simplifies configuration, and removes the need to program complex routines.	1. Following each plate read, an evidential record – data and images – is created: 2. The images include a plate patch and one or more overview images. Data can be encrypted using the latest DES or AES standards. 3. The evidential records for vehicles of interest can then be transmitted via a wide range of communications media, wired or wireless, or stored on local high-capacity memory. 4. The camera can be configured to read characters in the formats issued by all countries and can read all countries' plates at maximum vehicle speeds.	1. Once the camera is powered up and capturing data, it automatically monitors its performance and the environment around it. Image optimization happens automatically in response to ambient conditions. 2. Onboard movement sensors can detect excessive camera movements due to vibration or vandalism. If plate read falls below a configurable threshold value, an alert message can be sent to the operator. 3. Remote monitoring via WLAN, 3G/4G/LTE, Wi-Fi, or ADSL allows the camera to be viewed at any time without the need for physical access.

JENOPTIK's most innovated generational integrated camera combines decades of ALPR experience into a single, highly capable and compact integrated unit. The installation of our cameras are done on a standard pole and main power (100 - 240 VAC). Our camera automatically monitor its performance and automatically adjust to different ambient lighting conditions.

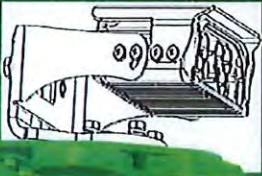
JENOPTIK SMART MOBILITY SOLUTION - TECHNICAL DATA	
FEATURES	DETAILS
Cameras Resolution Lens (for both)	ALPR 5MP Monochrome Camera & Overview Day/Night mode Camera
Physical	5MP (2464 X 2056 pixels) captures 3 lanes and 3.2 MP (2048 x 1536 pixels) captures 2 lanes, color (context) image sensors, remote control motorized zoom & focus: 15-50 mm lens option 8 m+ FOV, 2-3 lane coverage. Optimal operating range 80-114'. Camera: 370 mm (L) x 230 (W) x 126 mm (H), 5.7lbs supplied with two-axis mounting bracket, 8.3lbs with three-axis bracket. Without sunshield: Height 125mm, Width 168mm, Length 192mm. With sunshield: H:125mm, W:230 mm, L:370 mm.
Memory Storage	From 8GB to 128GB
Field of view	Single and dual lane monitoring
Lane Coverage	Up to three standard width lanes
Speed Measurement Range	12.5 mph to 186 mph
Illumination	16 Integrated Infra-red LEDs with controlled pulse, 850nm. Additional illumination available with external Infra-red floodlight, with pulse illumination wirelessly synchronized to camera.
Environmental	-22° to 140° F operational temperature range (80% humidity above +22°F) -22° to 158° F storage temperature range
Communications	Fully integrated: WLAN (30&40), Wired LAN, 4G/3G/0PRS/GSM via internal wireless module to externally mounted or remote antenna. H264 streaming IP video. WLAN (Wi-Fi) connection (optional)
Installation	82'-115' from stop line, 12'-20' installed height up to 13' lane offset from furthest lane centerline
Electrical/Power	48VDC to camera, 230VAC, range 90-264VAC supplied via column box PSU, 25W typical power consumption
Software Options	Automatic ground truthing data capture tool. Five class vehicle classification tool.
Back Office/Data Gathering	ALPR plate reads, still image & video clips, basic vehicle classification, all with GPS time stamping. Works with Traffic Data and Traffic Mobile software products
Radar	Camera: 370 mm (L) x 230 (W) x 140 mm (H), 2.5kg supplied with two-axis mounting bracket,
Other Features	Built-in compass, pointing angle and ambient illumination sensors. Interfaces to multiple common databases and back office systems. Sun visor, grey as standard, other colors available. Automatic number plate recognition (ANPR), directional classifier, vehicle classification, built-in compass, ambient light sensors, and anti-tamper detection.
JENOPTIK Smart Mobility Solutions division reserves the right to make changes to the specifications and improvements to the product and/or programs herein at any time.	

Figure 1

The benefit to our proposed smart mobility solution is that we manufacture and develop the camera mounted on our customized brackets and mounts as shown on the illustrations below:

All Pictures Shown Are for Illustration Purpose Only. Actual Product May Vary Due to Product Enhancement.

The JENOPTIK camera is designed to be mounted on our custom brackets or any industry standard CCTV bracket equipped with either a standard 4" (101.6mm) Pitch Circle Diameter (PCD) or a single mounting point.

Hardmount Bracket

Magmount Bracket

The JENOPTIK Single Point Mount and PCD Mount is common to other JENOPTIK camera products, and is designed to mount to brackets or columns with a single M12 bolt and equipped with a 4" PCD mounting point using an adapter plate as shown. Installation and removal is a simple, straightforward process, allowing the system to be deployed and redeployed as deemed necessary.




Single Point Mount

PCD Mount

Figure 2

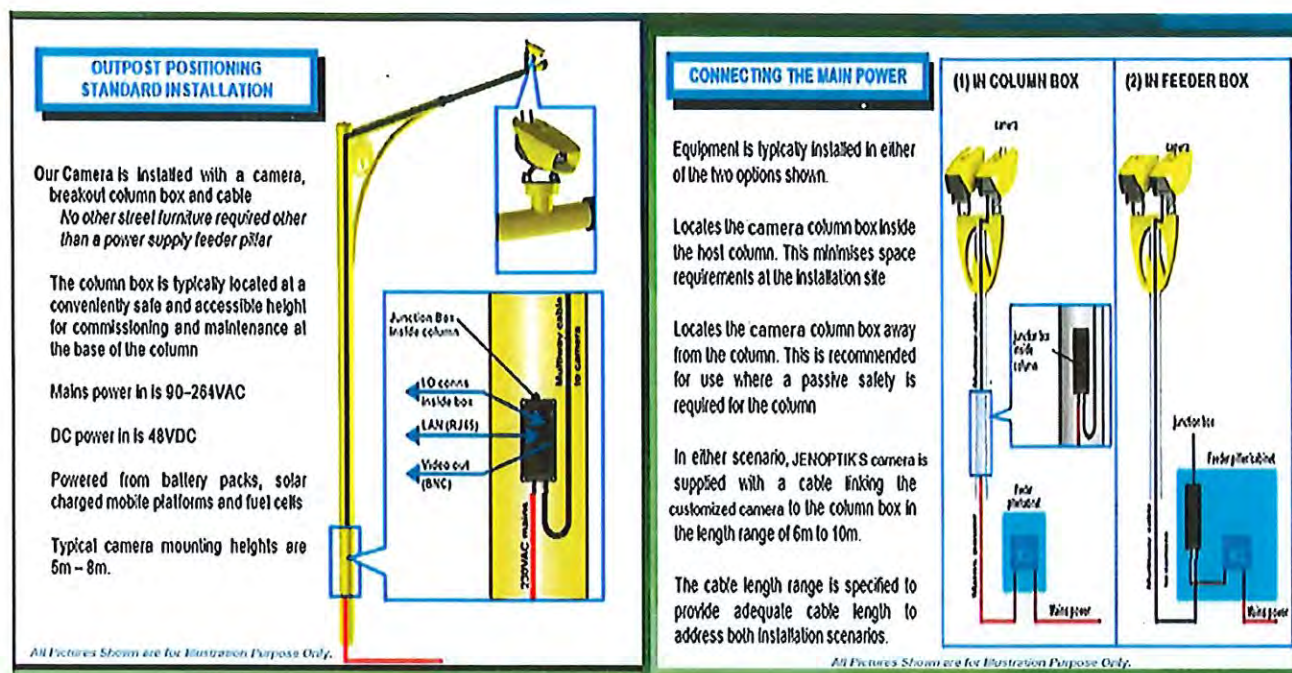


Figure 3

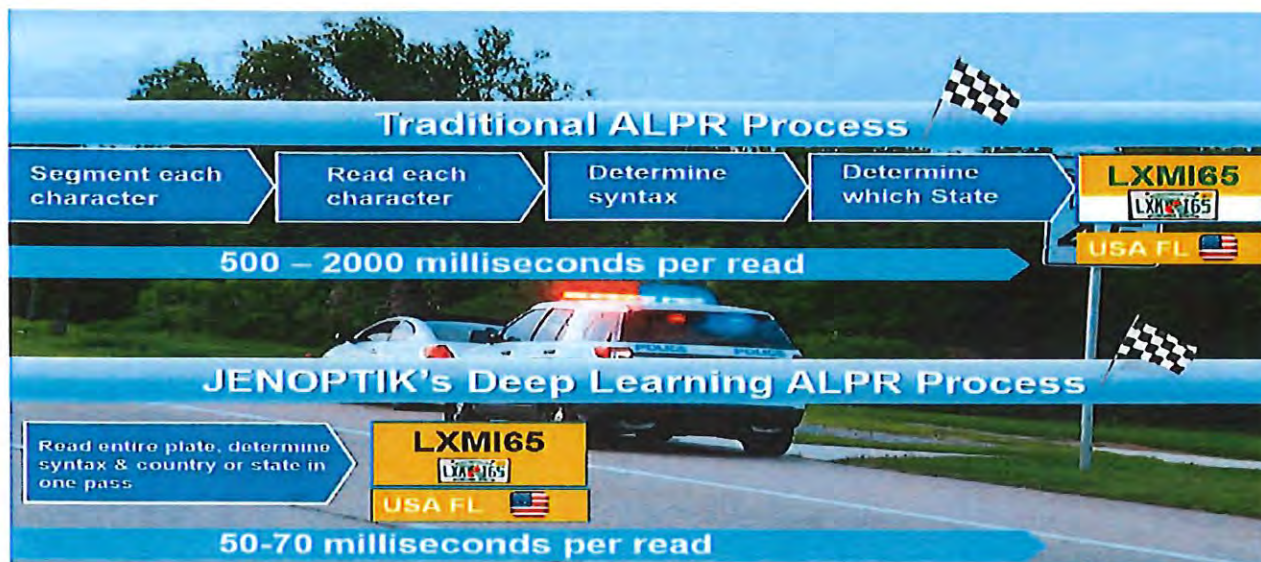
- ☐ JENOPTIK will remove equipment and infrastructure at the end of the contract.
- ☐ There are no third party software or hardware elements, our solution is 100% designed and supported by us

WARRANTY

- ☐ Seller warrants the Products will be free from defects in material and workmanship at the time of delivery. In the event a defect in material or workmanship shall arise within the Warranty Period (as hereinafter defined) and such defect is attributable to Seller, Seller shall within a reasonable period of time, at Seller's sole option, repair or replace the Products (or defective portion thereof) or refund the purchase price thereof (the "Warranty"). This is a limited warranty as to the condition of the Products at the beginning of the Warranty Period. As used herein, "Warranty Period" shall mean (i) one (1) year from the date the Products are delivered and for parts in the products, replaced or repaired during the Warranty Period. The warranty period for the said replacement or repaired parts shall be to a maximum of twelve (12) months and will begin on the date the replacement or repair is performed, but in any event shall not exceed the remaining portion of the original Warranty Period of the Product into which the replacement or repaired part is incorporated. Additional years of warranty can be purchased.
- ☐ JENOPTIK standard terms and conditions apply, for full details visit <https://www.jenoptik.com/gtc>
- ☐ JENOPTIK will provide confidential manuals upon the execution of a contract. These manuals have detailed pages of information about our products and describe their intended use. They outline the mechanical and operational instructions for the products and services featured in this proposal.



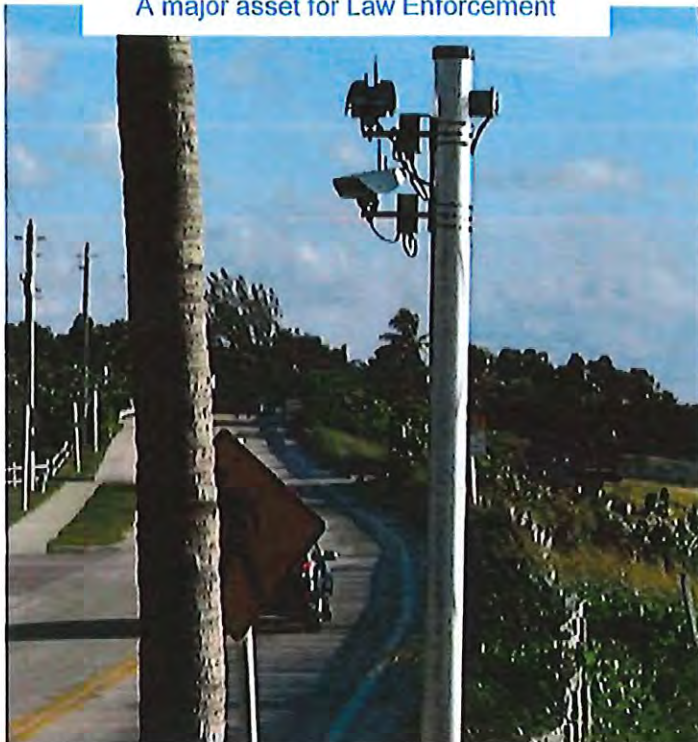
DEEP LEARNING ALPR PROCESS



Deep Learning Engine	Artificial Intelligence (AI), Benefits	Back Office Facility (BOF), Software	Big Data Management	Support Team & Customer Service
☑ Artificial Intelligence (AI) Leads The Way to Higher Read Accuracy ☑ Research & Development done completely in-house ☑ Always Learning New Plate Styles & Types ☑ Achieves Superior Read Rates vs. Optical Character Recognition (OCR) Technology ☑ Able to Handle Difficult License Plates due to obstruction damage & dirt ☑ Enable Vehicle Classification ☑ Developed a proprietary Deep Learning Engine based on the latest developments in Artificial Intelligence (AI) and neural networks	☑ Make, Model, Color (MMC) Recognition ☑ Abandon Object Detection (AOD) ☑ Occupancy Management ☑ Traversal & Zone (TZ) Detection	☑ Designed & developed by JENOPTIK ☑ Enable alerts to be notified within 2-6 seconds ☑ Alert notifications can be sent to 1-100 users ☑ Extensive BOF software analytics & external database integration ☑ Perform searches on license plates (partial and fuzzy) ☑ Generate analytic reports detailing vehicle movements and whereabouts ☑ Accessible anywhere from desktop, laptop, & mobile devices ☑ All aspects from alerts to data access are customizable ☑ Comprehensive audit functionality	☑ Capable of handling 90 million reads per day ☑ Data retention customized ☑ Data sharing with other agencies ☑ Quality Assurance and Compliance	☑ Ownership of each building block ☑ We are the original manufacturer and developer of hardware and software ☑ Decades of ALPR experience ☑ As the inventor of ALPR technology, our team consists of experts with decades of experience in ALPR, public security and road safety programs. ☑ Available 24/7/365

We provide images and examples of the quality of our products and services. JENOPTIK's Fixed- ALPR solution provides police agencies with the technology they need to dramatically reduce crime in their jurisdiction providing a safer community. The clear imagery produced by JENOPTIK's camera records the license plates of suspect vehicles and analyses their movements. The data is used to create criminal profiles and identifiable patterns.

JENOPTIK's Cameras A major asset for Law Enforcement



Monitoring suspect vehicles with ALPR



This illustration shows DAY & NIGHT ALPR

Press Release

ALPR technology foils a series of car thefts across multiple counties

19 May 2020 Jupiter, FL USA - JENOPTIK, a world-leading supplier of road safety and public security solutions' VECTOR Automated License Plate Recognition (ALPR) cameras successfully captured the license plate of a vehicle suspected in a series of car thefts throughout South Florida ultimately resulting in an arrest of four suspects.

Last month a stolen black Porsche SUV was identified by a Jenoptik VECTOR ALPR camera in Palm Beach County. Using Jenoptik's TrafficData Convoy Report Investigation tool, police identified a white Mercedes sedan preceded the stolen Porsche by 7 seconds. The same Mercedes vehicle had been linked to other car thefts but a license plate was never successfully captured by other camera solutions. This was the first time that the Mercedes license plate was identified successfully by an ALPR camera. Jenoptik's advanced Deep Learning engine running on the Vector camera ensured this license plate was identified. Police quickly notified their law enforcement agency partners and traced the vehicle to Fort Lauderdale which led to the arrest of four minors the following day. The vehicle had been involved in numerous car thefts throughout South Florida, from Collier County down to Miami-Dade.

The Mercedes vehicle had remained elusive to law enforcement agencies for weeks, many of whom had other ALPR camera solutions, but were only able to obtain imagery of the minors and the vehicle's exterior. None of these other ALPR cameras were able to capture the most important image of all - the license plate.

"Jenoptik is committed to helping improve the safety and security in communities and our VECTOR solutions represent a step forward in safer cities with our ALPR cameras and data analysis software," said Finbarr O'Carroll, Vice President for the Americas.

JENOPTIK Artificial Intelligence (AI) Deep learning Engine enables superior plate reads, we attest to the following example of the effectiveness of our ALPR solution. The below stolen vehicle alert (*Image 2*) was automatically sent from our software to deputies' mobile devices in under 10 seconds. The camera read the tow truck plate (*Image 1*) and stolen vehicle (*Image 2*) in milliseconds apart, despite the difficulty to read the license plate at the angle of the stolen vehicle.



Image 1



Image 2

With this actionable hotlist alert, and ability to receive the MMS text (*Images 3-4*) directly to their mobile devices, deputies were able to communicate and take actions instantly. This example lead to an arrest and recovery of the stolen vehicle (*Images 5-6*).



Images 3-4

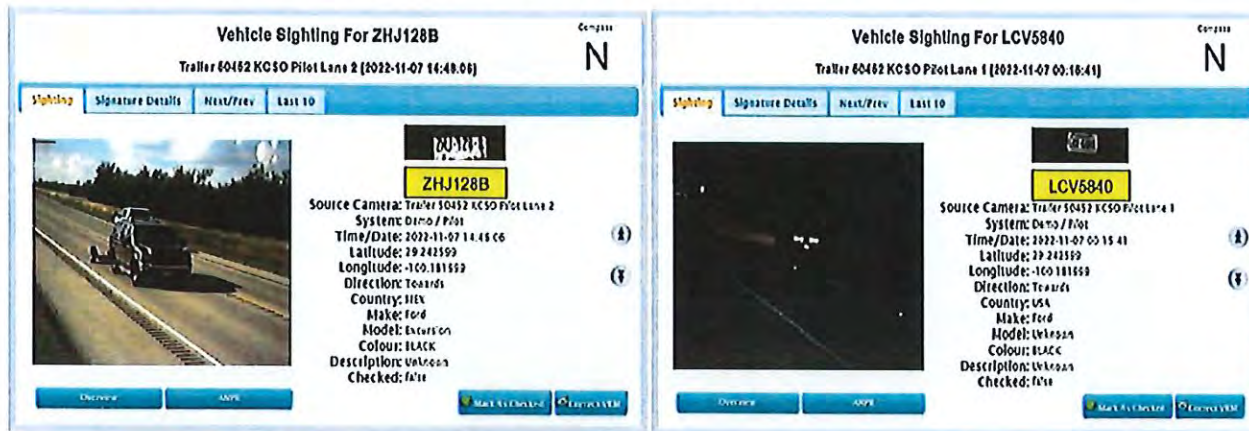


Images 5-6

All Pictures Shown are for Illustration Purpose Only

DAY and NIGHT IMAGES

JENOPTIK's camera is optimized to work both day and night, including roads that are visibly unlit. The camera can switch to 'night' mode, optimizing capture for low light conditions providing monochrome images, even for fast moving vehicles. (Please see below images)



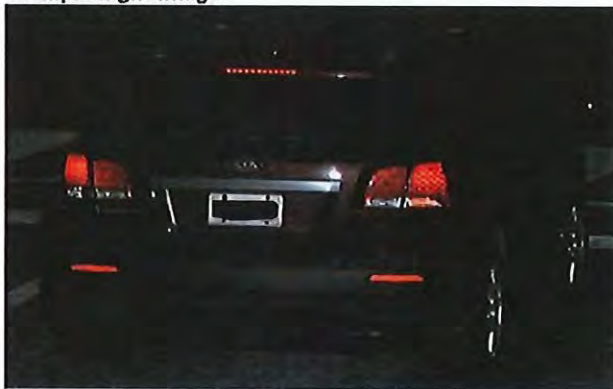
All Pictures Shown Are for Illustration Purpose Only. Actual Product May Vary Due to Product Enhancement

The latest-generation of our integrated ALPR camera can monitor up to three lanes of high-speed traffic in the most challenging of conditions, by day or night. It is capable of bi-directional operation and boasting a greater resolution and more processors that are powerful. In addition, since Infrared is not visible to the human eye, the narrow band pass infrared active illumination with matched optical filters, dynamic camera control and short shutter exposure time provide a high degree of immunity to the effects of sunlight and vehicle light emission.

Example daytime image



Example night image

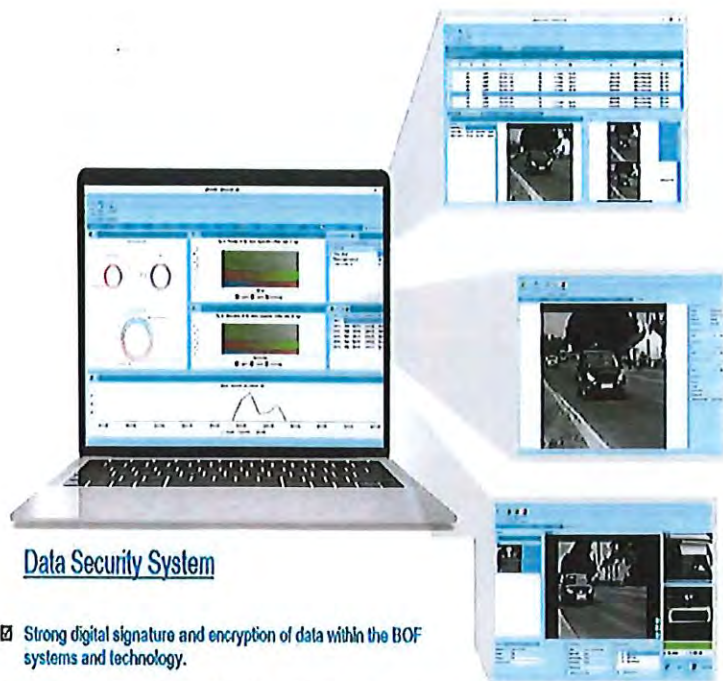


1. Search By Make, Model, Color (if available): the Back Office Facility (BOF) allows searching of vehicles solely by Make, Model, and Color and without the need of a license plate
2. Partial / Fuzzy Search: BOF allows searching for license plates with complete or partial known numbers.
3. Search by Images: Good for searching for vehicles based on physical appearance.



Example of an Overview Image (left), license plate patch (middle) & IR Image (right) of the same vehicle from the JENOPTIK's Camera

BACK OFFICE FACILITY (BOF)



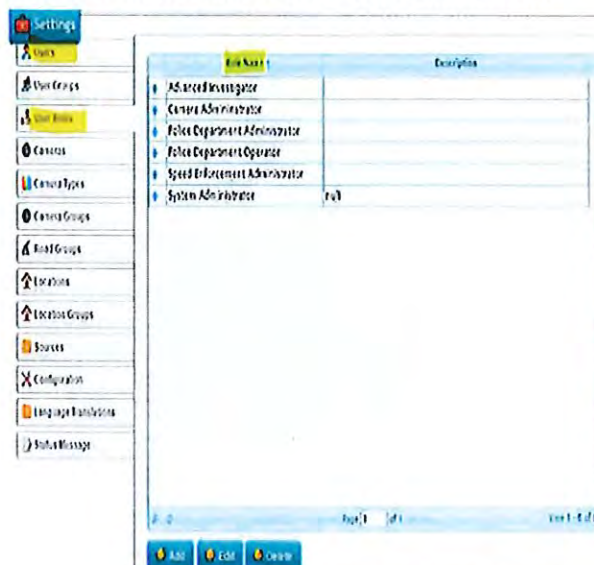
Data Security System

- ☑ Strong digital signature and encryption of data within the BOF systems and technology.
- ☑ Proof of integrity and authenticity of each individual Camera Image
- ☑ Secure wireless transfer of data
- ☑ Strong encryption prevents unauthorized access to Camera Images
- ☑ Secured access to Camera equipment

JENOPTIK's Back Office Facility can export reports and data to Word, PDF, or Excel files. These files can be printed, viewed, or shared as deemed necessary. The BOF features a wide array of reporting tools all of which can be customized by each state. These reports can be categorized as follows:

1. Search Reports
2. Analytical Reports
3. Statistics Reports
4. Convoy Reports

JENOPTIK's BOF software will be made available to the City of Lawndale City Police Department Divisions as listed in this RFP. The assigned end users will have the ability to tailor various reports based on set parameters and setup and run ad-hoc reports based on the permission granted by the administrator. When creating a new user, the Administrator defines the user's role under the *USER Roles tab* and indicates which system functionality a user is able to process.



All Pictures Shown are for Illustration Purposes Only

Our alerts contain pertinent information relating to the offending vehicle, if available:

- ☐ Make
- ☐ Model
- ☐ Color
- ☐ Originating Hollist
- ☐ Hollist Information (ex: Stolen Vehicle)
- ☐ Location (Street Address & GPS Coordinates)
- ☐ Direction

Alert Stack

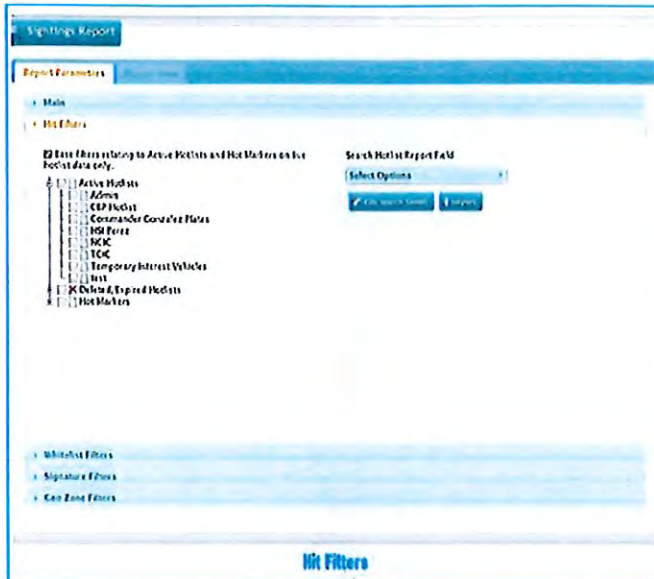
The Alert Stack opens the ALPR Alert Grid in a new separate browser window. The alerts are permanently displayed on the left side of the window in a stack. Clicking on an alert will display its data on the Details tab. The Details tab shows the alert intelligence, with the ALPR data and any warning assigned to that hollist entry. The Alert Stack is useful in daily operations within law enforcement agencies as target vehicles are typically identified within 2-4 seconds, allowing quick and rapid response, as necessary.

Hotlists

The Hotlist tab displays a list of hollists held in the database. These lists can be loaded automatically from state and national sources or created locally by an authorized user. The list shows the hollist name, Alert sound, vehicle count in the hollist, date of last update, weed date, whether active or not and the alert color that will be displayed in the alert list.

The BOF provides and gives the City the ability to tailor Search Reports and Analytics Reports (e.g. Location, Event, Intercept, Convey) based on set parameters that end users can search license plates using different methods:

1. Search by Plate String
2. Search by Partial Plate String
3. Search by Fuzzy Plate String
4. Filter Search by Hit Filter (e.g. Hotlist, Hot Markers) *Image 1*
5. Filter Search by Signature (e.g. BLE, Wi-Fi, BT; if applicable) *Image 2*
6. Filter Search by Whitelist (e.g. Make, Model, Color) *Image 3*
7. Filter Search by Geo Zone *Image 4*



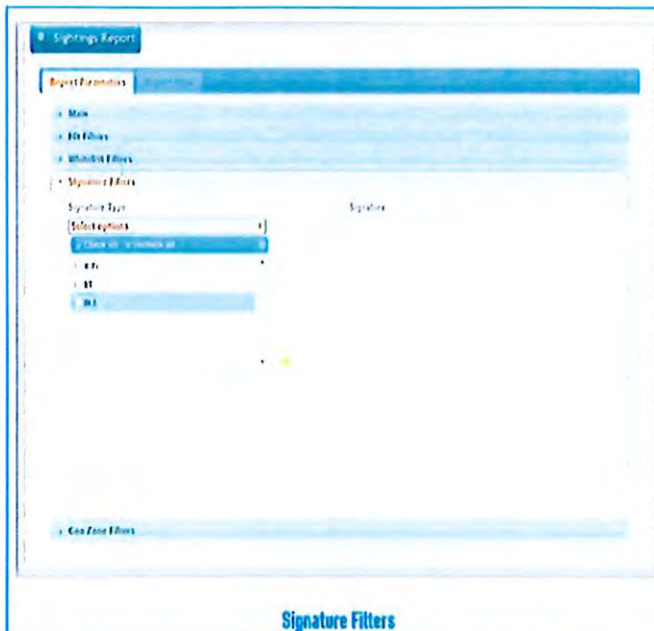
Hit Filters

Image 1



Whitelist Filters

Image 2



Signature Filters

Image 3



Geo Zone Filters

Image 4

All Pictures Shown are for Illustration Purpose Only

The BOF has built-in capability for scheduling the automatic generation of reports based on criteria specified, and by reports can be provided upon request. Our BOF gives each state the ability to tailor Statistical Reports based on set parameters. End users can search information using options available in the Statistical Report Builder:

1. Hits
2. Reads
3. Searches
4. Corrections
5. Month
6. Week
7. Day
8. Hour
9. Camera
10. Hit Type Hotlists

Statistics Report Builder

Report Parameters | **Report Data**

Measure: Hits
 First Group: Month
 Second Group: Hour
 Third Group: Hit Type
 Start Date/Time:
 End Date/Time:
 [Run] [Cancel] [Generate Report]

Hotlists:
☒ Cameras
☒ Hotlists
☒ TKC
☒ NCIC
☒ Commander Gonzalez Plates
☒ Temporary Interest Vehicles
☒ CBP Hotlist
☒ Admin
☒ test
☒ HSI Perez
☒ PNC Markers

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Sightings Report

Report Parameters | **Report Data**

Please click on a row to see the Item(s) marked on the map.
 Double click on a row or Hover or click on Image column to view Image(s). [Reload Grid]

☐	VRM	Coun	Date/Time	Location	Camera	Make	Model	Colour	Image
☒	Y17UYE	USA_FL	2020-10-31 16:10:05	International Dr Int'l Dr SB (Madame Tussaud's) Lane 1					

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[Create Exhibit] [Create MGII] [Create SASs] [Export To Excel] [Export To PDF] [Export Select Fields] [Export Images] [Run Convoy]
 [Store in Evidence Locker] [Delete] [Request Images] [Cache VRMs]

Convoy Report

Report Parameters | **Report Data** | **Timeline Data**

The table below contains the full list of VRMs which have been spotted within the time window of the specified vehicles on more than one occasion.
 Please click on a row (sub-level) to see the location marked on the map.

☐	Convoy VRM	Make	Model	Colour	Tax Class	Hotlist	Count	Image
☐	DZS12	Ford	Escape	GRAY			4	
☐	Target VRM	Target Make	Target Model	Target Time	Period	Dist	Camera	Image
☐	DR0M78	Testa	Model S	02/11/2022 09:43:52	118	Leading	Ocean Ave Bridge -1B	
☐	DR0M78	Testa	Model S	08/11/2022 11:50:42	70	Trailing	Ocean Ave Bridge WB	
☐	DR0M78	Testa	Model S	11/11/2022 10:07:19	118	Trailing	Ocean Ave Bridge -1B	
☐	DR0M78	Testa	Model S	15/11/2022 13:15:24	11	Trailing	Ocean Ave Bridge WB	
☐	Honda	Accord		GRAY			2	
☐	Chevrolet	Silverado		WHITE			2	
☐	Mercedes	GLE Class		WHITE			2	
☐	Lincoln	Navigator		GRAY			2	
☐	Honda	Civic		GRAY, BLUE			2	
☐	Toyota	4runner		WHITE			2	
☐	Lincoln	Navigator		RED, BLACK			2	
☐	Ford	Super Duty		BLACK			2	
☐	Audi	Q7		GRAY, BLACK			2	

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[Export To Excel] [Store in Evidence Locker]

All Pictures Shown are for Illustration Purpose Only

TRAINING FOR CITY OF LAWNSDALE

As part of JENOPTIK's commitment to this program, we will develop a bespoke training curriculum aimed at the different user types and stakeholders who use, access, or interact with the different aspects of the program. This includes field technicians and administrative staff, in field (with proper Personal Protection Equipment) or office environment, where applicable. Training will be done via a combination of facilitator-led sessions done in-person or remotely. Depending on project demands and requirements, further training can be scheduled to determine follow-up training sessions based on time and date availability, group size, delivery method, and the resources needed to conduct the session. Qualified personnel with expertise in engineering, field services, or account management will conduct training. Internal personnel are qualified by having successfully undergone a thorough certification process that has been internally developed to achieve and sustain our high level of operational proficiency seen in our projects globally. It is this hands-on experience in the field and with other customers ensure that the Agencies receives the best support possible.

Training for the City of Lawndale's personnel will be provided by JENOPTIK for tasks that may include, but are not limited to:

• Understanding of Photo Speed Enforcement	• JENOPTIK Back Office Usage and Familiarization
• Product Overview and Radar Mini-course	• Public Awareness & Dispelling Myths
• Misconception of Traffic Enforcement systems	• Program Overview

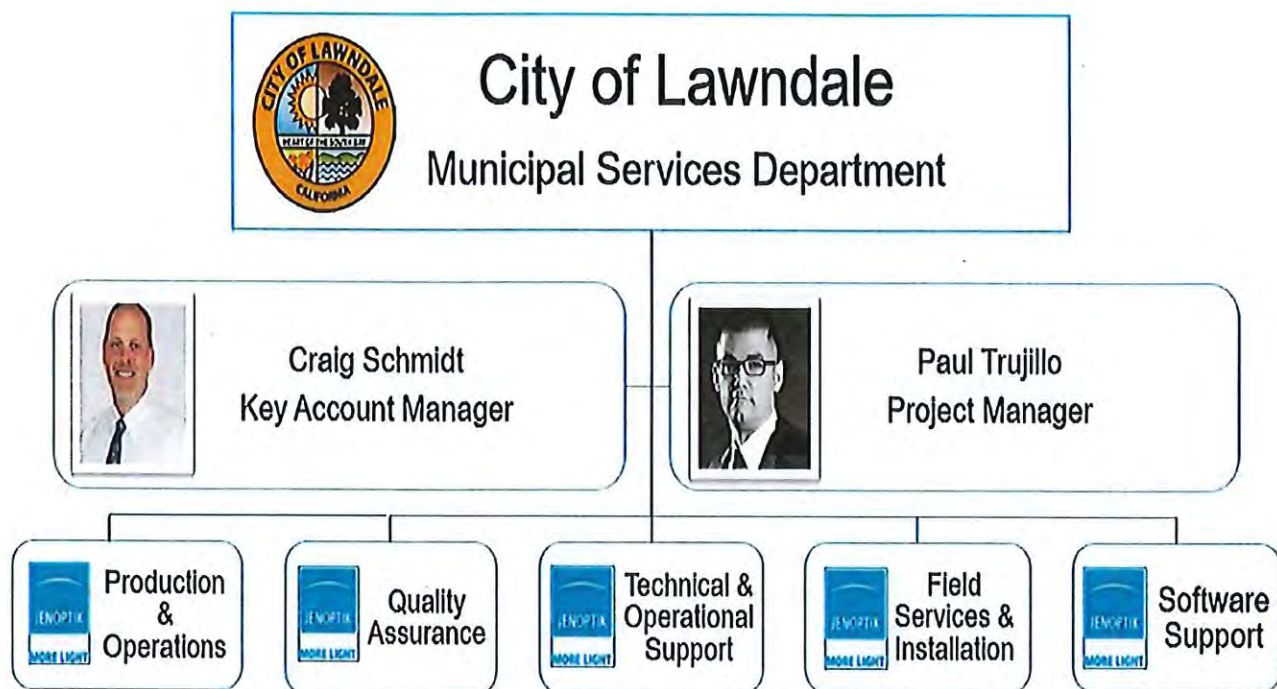


MORE LIGHT

2. MANAGEMENT & STAFFING

2. MANAGEMENT & STAFFING – KEY PERSONNEL

Mr Craig Schmidt, our Key Account Manager for this opportunity, is located in the City of Lake Forest. JENOPTIK's committed team and internal resources will be readily available to work collaboratively with the Police Department in the City of Lawndale, California. Our experienced team can fully deliver the requirements of this RFP. Each member of our team individually and combined have a significant level of knowledge and unique expertise in traffic safety and civil security. The implementation support team will consist of a Key Account Manager, and a Project Manager who will coordinate all related matters of this RFP. Our team of professionals will ensure precise communication with the City and will assist with all public awareness and outreach for this project.



PROJECT TEAM	RESPONSIBILITIES
Project Management	Our experienced and certified Project Manager is assign as fundamentally responsible for the successful delivery of all JENOPTIK systems. PM will ensure our processing team will adhered to governing statute and law, compliance and operational standards throughout all phases of the project to meet timelines and avoid any oversights.
Productions & Operations	Our team will be responsible for all camera production as well as the procurement of ancillary equipment. Our production team will customize design and manufacture quality advance systems including latest software.
Quality Assurance	Our Team will ensuring the highest standards of quality production of all systems required for the project. Team performs daily routine visual inspections of each system and nolifies the appropriate parties accordingly.
Technical & Configuration Support	Our team responsible for the configuring and testing equipment and systems ready for deployment into the field. Also providing second line technical support for users to resolve and get equipment back into service as quickly as possible. This department is also responsible for the test and release of software, including change management process for introduction of new releases into the field.
Field Services & Installation	Our team of qualified technicians responsible for installation and configuration of systems onsite. We will install, test systems in the field, report, track progress and monitor systems downtime.
Software Support	Our software team involved in configuration and operation of ticket processing software along with remote software support.

JENOPTIK'S TEAM



Craig Schmidt
Position: Key
Account Manager
Experience: 20+

Mr. Schmidt has been with JENOPTIK since July 2022, handling the Western Region, mainly focus to ALPR, Speed and Red Light camera sales and provide lifecycle support to our customers. He has worked with the Law Enforcement Community for over 15 years in Sales and Engineering capacities supporting Radar, Lidar and Video enforcement across the US and over 20 years in the Data and Telecom Industry. Provides extensive strong customer service background to meet the needs of our clients and their challenges to protect its citizens.



Paul Trujillo
Position: Project/
Construction
Manager
Experience: 15+

Mr. Trujillo was a Sergeant in the United States Army with 13 years of service. Paul has a Bachelor's of Art Degree and has several years of experience working with the City of Transportation in various states across the U.S. At JENOPTIK, he is assign the role of Project Manager, responsible for the commencement of each project to include the coordination of permitting, engineering, and the construction of smart mobility systems as well as various aspects of each project.



Corlan McDonald
Position:
Engineering
Manager / Trainer
Experience: 10+

Mr. Corlan has over ten years as a talented software engineer, and provides leadership skills that translate to effective coordination and execution of software requirements. At JENOPTIK, he provides expert engineering software consultancy; Establishes new processes and procedures and provides the essential tools to guide and aid teams; Research all prospective resolutions for internal and external customers; builds and maintains reputable business relationships.



Juan Aldana
Position: Senior
Field & Integration
Engineer
Experience: 12+

Mr. Aldana has many years of experience in the photo enforcement industry. With key roles played in the deployment of projects across US and Latin-American, installation/programming, troubleshoot and service maintenance of photo enforcement and its components. At JENOPTIK, he is a Senior Field & Integration Engineer, responsible for effectively planning the integration strategies between different types of hardware, software, organizational procedures and databases systems in accordance with established deadlines and time schedules.



Jeri Andersen
Position: Service /
Transition Manager
Experience: 20+

Ms. Andersen has accomplished senior operations, logistics, warehouse, and project management with over 20 years of professional experience. Currently she is responsible for overseeing operational transitions and implementation according to schedule and budget. In addition, she manages the service center for the maintenance and repairs of JENOPTIK product across North America, ensuring high quality product in the field.



Dough Kruhm

Position: IT
Specialist

Experience: 35+

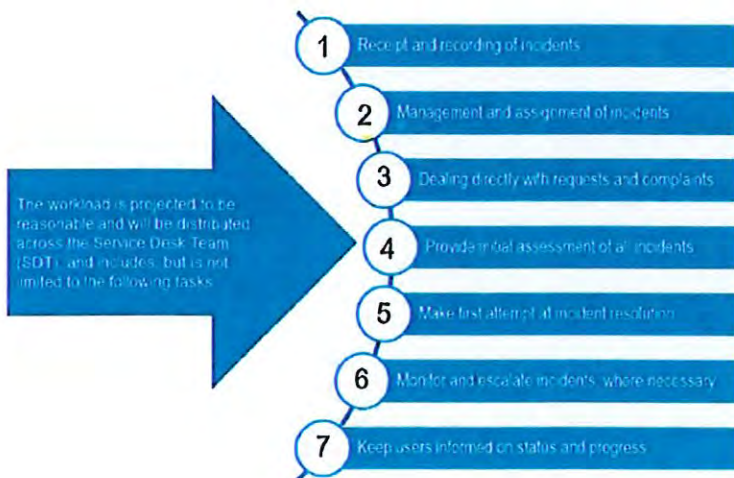
Architects the Infrastructure for a structured and modern approach for supporting and facilitating innovation within the enterprise. Models the hardware elements and develops across the enterprise and the relationship between them while following the latest security guidelines.

SUPPORT AND MAINTENANCE

JENOPTIK has a dedicated warehouse and support center that is able to provide call support, repair, documentation, training, engineering support, and capability to meet scheduled and emergency maintenance requirements. JENOPTIK's innovative method of continuous improvement driven by service support, feedback, and maintenance has extended the functionality of our ALPR solutions and has helped sustain a high level of performance. We provide this service upon completion of a project and throughout the length of the contract; JENOPTIK provides ongoing support to ensure system performance is monitored and maintained. This includes maintaining the camera systems and providing professional service, support and ensuring all necessary and relevant proactive measures are in place.

Our customer support services is provided according to the following tier structure depending on the level of severity as determine by both program business logic and JENOPTIK best practices.

 SEVERITY LEVEL	 RESPONSE TIME
On Site Response Urgency will be handled accordingly and immediately	The Agencies will receive immediate acknowledgement following report of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of submitting a request for support.
Urgent: A problem that severely impacts the Agencies' use of the System, such as, loss of data or is unable to function. The situation halts Agencies' business operations and no procedural workarounds exist.	Contractor's support staff will provide a fix or procedural workaround within two (2) hours of receipt of notice of the issue from the Agencies.
High: A problem where the System, is functioning, but the use is severely reduced. The situation is causing a high impact to portions of the Agencies' business operations and no procedural workarounds exist.	The Agencies will receive immediate acknowledgement following report of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of submitting a request for support. Contractor's support staff will provide a fix or procedural workaround within four (4) hours.
Medium: A problem that involves partial, non-critical loss of use of the System. The situation is causing a medium-to-low impact on the Agencies' business operations, but users can continue to function, including by using a procedural workaround.	Upon submitting a request for support, the Agencies will receive immediate acknowledgement of the request for support. A member of the Contractor's support staff will respond to the Agencies within two (2) business days with a resolution (fix) or with a plan of resolution that shows resolution (fix) will occur within five (5) business days.
Low: A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. The situation is causing low-to-no impact on the Agencies' business operations or the performance or functionality of the System.	The Agencies will be contacted by the Contractor's support staff within two (2) business days with a response to the support question; or receive notification that the comment or recommendation for feature enhancement has been logged.
JENOPTIK CUSTOMER SERVICE DESK	
Phone Number	561-459-3330
Phone Support Desk Availability	08:00 – 18:00 EST/ Monday to Friday excluding Federal Holidays
Customer Service Desk Portal	http://www.jenoptik.us
Customer Service Desk Availability	24 Hours, 7 Days a Week



On a daily basis, the SDT will review new and open tickets. New tickets are to be prioritized based on internal criteria. Open tickets will be updated, when applicable, to keep the City informed on the resolution process. Critical tickets are given the highest priority. The City will be informed throughout the issue resolution process through the Customer Service Desk Portal. Once an issue is raised and logged by the City through the Phone Support Desk or Customer Service Desk Portal, JENOPTIK will address and resolve outstanding issues, at all times following ITIL-based process framework.





MORE LIGHT

3. FIRM EXPERIENCE

3. FIRMS EXPERIENCE - OUR CLIENTS & REFERENCES

JENOPTIK is a market and technology leader in the field of ALPR cameras with a significant market share. Currently we have over 30,000 systems in use worldwide. Our clients range from law enforcement municipalities and other public authorities up to private owned entities and in-/direct distributors who place their trust in JENOPTIK's technology. JENOPTIK's longest project with an annual estimated revenue greater than \$20 million within the states has been our involvement with New York City Automated Speed Enforcement Program. We currently supply 2100 of our cameras for their speed enforcement systems deployed in school zones to protect children's, teachers, parents, and other caregivers throughout the New York City boroughs. System Overview/Date of Contract/Date System was operational: Initial lot less than 100. We deliver our customized camera systems, provisioned as a violation component of a greater end-to-end solution for the capture, recording, and processing of traffic violations having occurred in school zones.

The project and its program success has been due to our longstanding camera accuracy, operability, and reliability led to additional orders over the course of the program, growing the camera count from less than 100 in 2014 to over 2100 in 2023. The systems have been successful in court due to the accuracy and reliability of the systems. We can state that our partners have been pleased with our products and service.

Name: Point of Contact: Email: Address: Phone #: Years Serviced: Annual Volume: Description of Services:	 Ocean Ridge Florida Police City Chief Richard Jones rjones@oceanridgeflorida.com 6450 N Ocean Blvd, Ocean Ridge, FL 33435 562-232-7054 Current – in operation since 2018 \$127,000 Provide several-fixed ALPR, database, live video feed and recorded files. System Overview/Date of Contract/Date System was fully Operational: March 2018. Delivery of ALPR systems with data analysis software, Back Office Facility. Provisioned an end-to-end solution for processing of public safety live alerting and analytics aspect of the back-office operations. Installation and commissioning of the systems. Training dispatch, officers and admin staff on back-office software application. Hosting ALPR data on AWS GOV cloud
Name: Point of Contact: Email: Address: Phone #: Years Serviced: Annual Volume: Description of Services:	 Webb County Sheriff Office, Laredo, Texas Captain Federico Calderon fcalderson@webbcountytx.gov 902 Victoria St., Laredo, TX 78040 956-523-4900 Current – in operation since 2019 Over \$400,000 in total services ALPR rapid deployment trailers and ALPR database. System Overview/Date of Contract/Date System was fully Operational: June 2020. Delivery of ALPR systems and Rapid Deployment Trailers with ALPR data analysis software, Back Office Facility. Provisioned an end-to-end solution for processing of public safety and border security live alerting and analytics aspect of the back-office operations. Installation and commissioning of the systems, training dispatch, deputies and admin staff on back-office software application. Hosting ALPR data on AWS GOV cloud.

Name: Point of Contact: Email: Address: Phone #: Years Serviced: Annual Volume: Description of Services:	 Homestead Florida Police City Sgt. Victor Agosto Victor.Agosto@homesteadpolice.com 45 NW 1st Ave, Homestead, FL 33030 305-224-5444 Current – in operation since 2019 \$50,000 ALPR rapid deployment trailers and ALPR database. System Overview/Date of Contract/Date System was fully Operational: March 2021. Delivery of Rapid Deployment Trailers with ALPR data analysis software, Back Office Facility. Provisioned an end-to-end solution for processing of public safety live alerting and analytics aspect of the back-office operations. Installation and commissioning of the systems and training dispatch, officers and admin staff on back-office software application. Hosting ALPR data on AWS GOV cloud
Name: Point of Contact: Email: Address: Phone #: Years Serviced: Annual Volume: Description of Services:	 Refugio County Sheriff's Office Chief Gary Wright gary.wright@co.refugio.tx.us 808 Commerce St., Refugio, TX 78377 956-585-4855 Current – in operation since February 2022 \$150K Provide Rapid Deployment ALPR trailer solution. Delivery, installation, commissioning of the Rapid Deployment Trailer with ALPR data analysis software, BACK OFFICE FACILITY and data hosting for public safety use. Provisioned an end-to-end solution for processing of public safety live alerting and analytics aspect of the back-office operations. Installation and commissioning of the systems and training dispatch, officers and admin staff on back-office software application. Hosting ALPR data on AWS GOV cloud.
Name: Point of Contact: Email: Address: Phone #: Years Serviced: Annual Volume: Description of Services:	 Laredo Police City Sargent Edgar Garcia egarza3@ci.laredo.tx.us Laredo, TX 956-795-2864 New customer \$150K Provide Rapid Deployment ALPR trailer solution. Delivery, installation, commissioning of the Rapid Deployment Trailer with ALPR data analysis software, BACK OFFICE FACILITY and data hosting for public safety use. Provisioned an end-to-end solution for processing of public safety live alerting and analytics aspect of the back-office operations. Installation and commissioning of the systems and training dispatch, officers and admin staff on back-office software application. Hosting ALPR data on AWS GOV cloud.



MORE LIGHT

4. COST & PRICING

4. COST & PRICING

DESCRIPTION	COST
FIXED ALPR CAMERA:	Price per unit: \$15,000
☒ Capable of tracking vehicles up to 180MPH ☒ Bi-directional 3 lane coverage with one camera ☒ Deep learning AI for superior ALPR read rates ☒ Video recording, storage and livestreaming capability (optional) ☒ Price per unit on existing pole with 110 Volls Power ☒ Extended Warranty will be included for years 2 - 5	Install per unit: \$1,500 Per unit \$5,600
BACK OFFICE AND CLOUD DATA STORAGE:	Price per camera Annually: \$2,350
☒ Over 25 years of law enforcement features development ☒ Extensive analytical and reporting capability ☒ Capable of integrating other vendors' cameras ☒ Up to 50 Users ☒ Capability to integrate to all needed Hotlists ☒ One Day Training (one-time fee per day)* ☒ NCIC and State level Integration - (one-time fee)	\$2,500 \$1,500
TOTAL ONE TIME COST NOT TO EXCEED	\$274,800.00
OPTIONAL ITEMS:	
VIDEO STORAGE AND LIVE STREAMING SOLUTION FOR EACH ALPR CAMERA:	Price per unit: \$9,500
☒ Clear: Video captured in 2K+ resolution providing clear imagery of vehicles, vehicle markers, and pedestrians ☒ Versatile: Capable of 24/7 live-viewing, remote playback, and remote downloading of stored video* ☒ Robust: Reliable performance and connection in even low-latency environments ☒ Remote access: Web portal enables on-demand, remote access to quickly assist in investigations and collisions ☒ Long-term: Reliable 30-day storage of 2K+ resolution video ☒ ONVIF profiles compliant: Connect to your existing Video Management Systems (VMS)	Install: \$1,500
TrafficCatch:	Price per unit: \$9,500
☒ Next-generation solution for enhanced lifestyle profiling and digital fingerprinting of vehicles and persons of interest ☒ Captures in-vehicle Wi-Fi, Bluetooth and Bluetooth Low Energy (BLE) signals ☒ Completely passive, non-intrusive, and anonymized (hashed) ☒ Standalone or associated with vehicles ☒ MAC address alerts to your mobile device ☒ Vehicle switch ☒ Stolen plates	Install: \$1,200
Additional Items:	
☒ All items above can also be supplied on a Solar Power trailer for mobile environments. ☒ All ALPR cameras can be configured for Speed and Red Light enforcement with the addition of a radar (also supplied by JENOPTIK). ☒ JENOPTIK can also offer distractive driving and sound detections solutions to help keep communities safer.	

Position Title / Skills	Hourly Rates
Project Manager	\$ 110.00
Senior Engineer	\$ 230.00
Trainer	\$ 312.50 * this is for additional training if needed
Field Technician	\$ 150.00



MORE LIGHT

5. ADDITIONS or EXCEPTIONS

5. ADDITIONS or EXCEPTIONS

We want to reserve the right to have our legal team review section 5.6 Indemnification.

State of Florida

Department of State

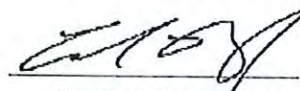
I certify from the records of this office that TRAFFIPAX, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 9, 2013.

The document number of this limited liability company is M13000004322.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 30, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of January, 2023*



Secretary of State

Tracking Number: 3182167486CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BUSINESS LICENSE



**Secretary of State
Certificate of Status**

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	JENOPTIK OPTICAL SYSTEMS, LLC
Entity No.:	201312410812
Registration Date:	03/27/2013
Entity Type:	Limited Liability Company - Out of State
Formed In:	FLORIDA
Status:	Active

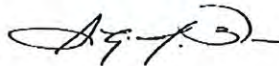
The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 14, 2022.



SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 052607112

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TRAFFIPAX, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF FEBRUARY, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TRAFFIPAX, LLC" WAS FORMED ON THE SIXTEENTH DAY OF MARCH, A.D. 1999.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



3017028 8300
SR# 20220517165
You may verify this certificate online at corp.delaware.gov/authver.shtml

[Signature]
Jeffrey W. Bullock, Secretary of State

Authentication: 202718906
Date: 02-21-22

State Of Delaware

Entity Details

2/9/2023 3:00:14PM

File Number: 3017028

Incorporation Date / Formation Date: 3/16/1999

Entity Name: TRAFFIPAX, LLC

Entity Kind: Limited Liability Company

Entity Type: General

Residency: Domestic

State: DELAWARE

Status: Good Standing

Status Date: 3/16/1999

Registered Agent Information

Name: THE CORPORATION TRUST COMPANY

Address: CORPORATION TRUST CENTER 1209 ORANGE ST

City: WILMINGTON

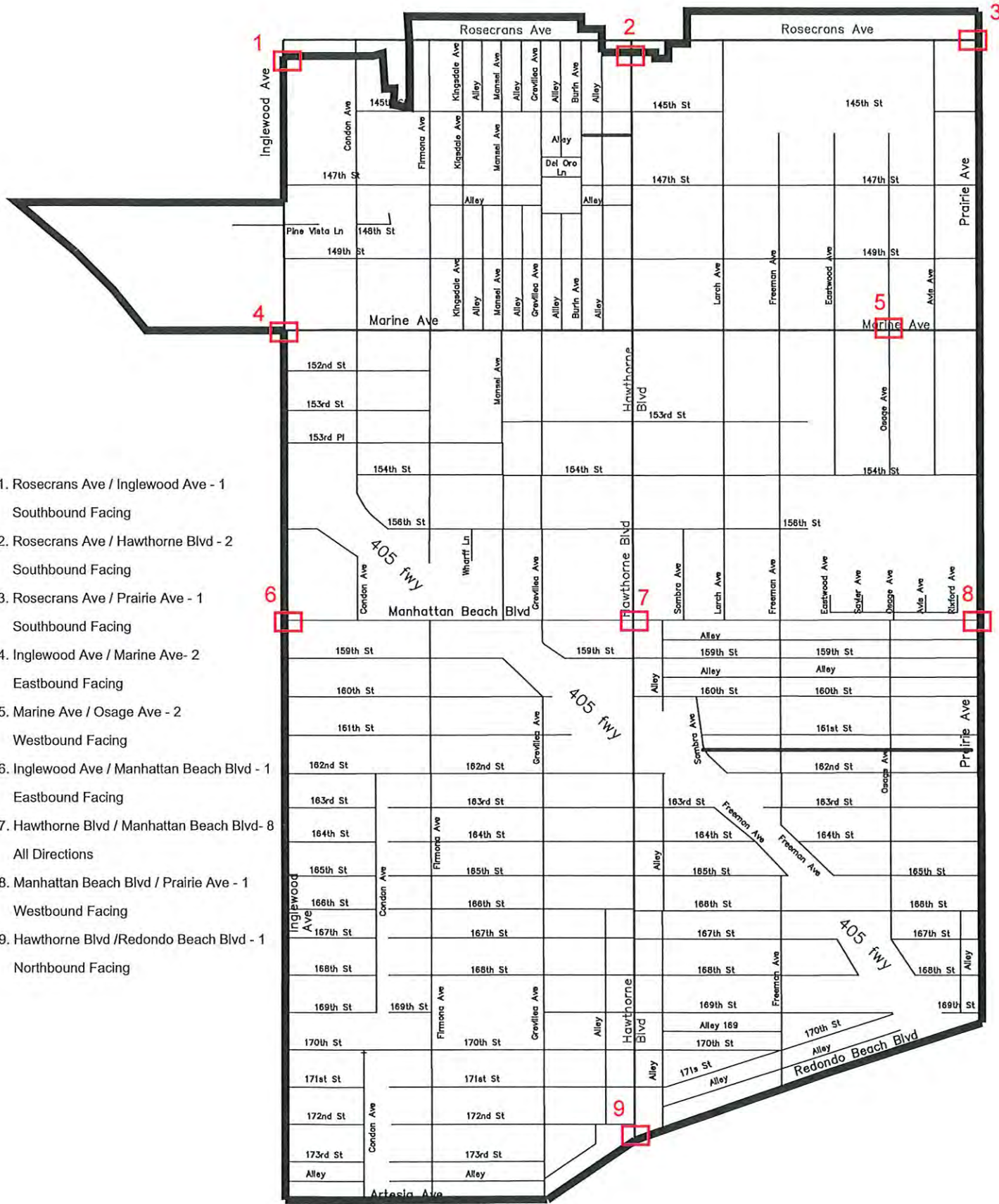
Country:

State: DE

Postal Code: 19801

Phone: 302-658-7581

Attachment D



1. Rosecrans Ave / Inglewood Ave - 1
Southbound Facing
2. Rosecrans Ave / Hawthorne Blvd - 2
Southbound Facing
3. Rosecrans Ave / Prairie Ave - 1
Southbound Facing
4. Inglewood Ave / Marine Ave- 2
Eastbound Facing
5. Marine Ave / Osage Ave - 2
Westbound Facing
6. Inglewood Ave / Manhattan Beach Blvd - 1
Eastbound Facing
7. Hawthorne Blvd / Manhattan Beach Blvd- 8
All Directions
8. Manhattan Beach Blvd / Prairie Ave - 1
Westbound Facing
9. Hawthorne Blvd / Redondo Beach Blvd - 1
Northbound Facing



CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk 

SUBJECT: Conference with Legal Counsel – Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), to discuss the potential initiation of litigation: two cases.

No public documents were forwarded to the City Clerk Department for this item.



CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: October 16, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
SUBJECT: Public Employee Performance Evaluation – City Manager

No public documents were forwarded to the City Clerk Department for this item.