CITY OF LAWNDALE

14717 Burin Avenue, Lawndale, California 90260
Phone (310) 973-3200 – www.lawndalecity.org

AGENDA OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
Monday, November 6, 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. 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
b. Los Angeles County Fire Department Update

D. PRESENTATION

1. 100th Anniversary Cook's Lumber and Hardware
Recognition of Cook's Lumber and Hardware now known as Cook's Doors and Windows for their 100th Anniversary in business at the City of Lawndale.

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 2 through 10 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-2311-041 authorizing the payment of certain claims and demands in the amount of $1,726,869.31.

4. Minutes of the Lawndale City Council Regular Meeting, October 16, 2023

Recommendation: that the City Council approve.

5. Second Reading and Adoption of Ordinance No. 1204-23, Amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Council Compensation

Recommendation: that the City Council read by title only and adopt Ordinance 1204-23, amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Council Compensation.

6. Senior Citizen Advisory Committee Appointments 2023 - 2025

Recommendation: that the City Council A.) Approve the Mayor's appointments by directing staff to insert the appointees' names in Sections 1 and 2 of Resolution No. CC-2311-042; B.) Adopt the resolution as amended; and C.) Find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 1506l(b)(3).

7. Beautification Committee Appointment 2023 - 2025

Recommendation: that the City Council A.) Approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 and 2 of Resolution No. CC-2311-043; B.) Adopt the resolution as amended; and C.) Find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 1506l(b)(3).

8. Parks, Recreation and Social Services Commission Appointment 2023 – 2025

Recommendation: that the City Council A.) Approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-2311-044; B.) Adopt the resolution as amended; and C.) Find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 1506l(b)(3).

9. **First Amendment to Contract Services Agreement with Doerschel & Associates, LLC, formerly Darren P. Doerschel, for Cable Television Consultation and Technical Support Services**

Recommendation: that the City Council a) approve the first amendment to the contract services agreement with Doerschel & Associates, LLC, formerly Darren P. Doerschel for Cable Television Technical Consultation and Technical Support Services for an amount not to exceed $82,000.

10. **First Amendment to School Crossing Guard Services Agreement**

Recommendation: that the City Council approve the attached contractor executed First Amendment to School Crossing Guard Services between the City and All City Management Services, Inc. for a two-year term beginning August 24, 2023 through June 10, 2025.

H. ADMINISTRATION

11. **Update Regarding Republic Services Service Performance**

Recommendation: that the City Council receive and file.

12. **Notice of Completion - Public Works and Los Angeles Sheriff Department Facility Improvement Project**

Recommendation: that the City Council 1.) Accept the project completion by G2K Construction, Inc., for the Public Works and Los Angeles Sheriff Department Facility Improvement Project; 2.) Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Public Works and Los Angeles Sheriff Department Facility Improvement Project; and 3.) Authorize staff to release 5% retention in the amount of $1 l ,203.43 to G2K for the Public Works and Los Angeles Sheriff Department Facility Improvement Project.

13. **Authorize a new Right-of-Way Use Agreement with Addendum for City-Owned Conduit Use for Crown Castle Fiber LLC**

Recommendation: that the City Council A.) Approve the execution of the new Right-of-Way Use Agreement with Crown Castle Fiber LLC; and B.) Accept the Conduit Occupancy License Fee of $5.00/LF/YR over the next five (5) years, with an increase to $5.50/LF/YR for the first five (5) year renewal, and another increase to $6.00/LF/YR for the second five (5) year renewal, for a total Conduit Occupancy License Fee of $297,000 over 15 years.

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

Recommendation: that the City Council consider the following options and staff recommends Option 1: 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.

15. Approval of First Amendment to City Manager Employment Agreement with Sean M. Moore

Recommendation: that the City Council 1) approve First Amendment to City Manager Employment Agreement in its current form and approve and adopt Resolution No. CC-2311-045, First Amendment to Citywide Salary and Pay Schedule for Fiscal Year 2023-2024; or 2) approve First Amendment to City Manager Employment Agreement as modified to match Mr. Moore's request and approve and adopt Resolution No. CC-2311-045, First Amendment to Citywide Salary and Pay Schedule for Fiscal Year 2023-2024 as modified to match that request; or 3) provide City Attorney and staff further direction.

16. Approval of Contract Services Agreement for City Council Chamber AV Technology Upgrade Project with Western Audio Visual and Security

Recommendation: that the City Council 1) approve and authorize the City Manager to approve an agreement with Western Audio Visual and Security in a form approved by the City Attorney in the amount not to exceed $163,315 or total project cost approved by City Council to replace the City's City Council Chamber AV Technology; 2) authorize the Director of Finance/City Treasurer to appropriate an additional $38,315, or approved total project cost, from ARPA to cover the additional proposal costs, plus 10% contingency, to complete this project; or 3) provide City Manager and staff with alternative directions, if needed.

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

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

CLOSED SESSION

18. Conference with Labor Negotiator

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney, and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

19. 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: one (1) case.

20. Conference with Legal Counsel – Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: Nick Duong V. The City of Lawndale, Los Angeles Superior Court Case No. 23STLC06733.

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, November 20, 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 November 6, 2023, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Hall
Yvette Hall, Assistant City Clerk

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Presentation

November 6, 2023

City Council Meeting

100th Anniversary
Cook's Lumber and Hardware
now known as
Cook's Doors and Windows

In 1922 Albert "Bert" Cook, his wife, and their son, Charles (Chuck) Cook, moved to California from Zearing, Iowa.

In 1923 Bert Cook founded Cook's Lumber and Hardware. His son, Chuck, graduated from Leuzinger High School in Lawndale in 1938 and joined his father in business. That was the beginning of the family legacy.

After Bert's passing in 1958, Chuck continued in the family business, followed by Bob and Jim Cook, in 1979 and 1980, respectfully.

In 2000, the hardware store was phased out to expand the showroom and concentrate on the doors, windows, and finish materials. Chuck passed away in 2006, leaving the business to Bob and Jim.

Dedicated to carrying on Bert's legacy, the business celebrated its 100th Year Anniversary on October 8, 2023, since its original founding as Cook's Lumber and Hardware in 1923. Cook's Doors and Windows continues in the tradition of supplying the community with a quality work product, using the knowledge and business expertise that has successfully carried them through 100 years of serving Lawndale, the neighboring communities, and the County of Los Angeles.

On behalf of the Lawndale City Council, we acknowledge and congratulate the Cook family on this exciting 100th Anniversary milestone!

You have much to be proud of. Thank you for being a part of the history of Lawndale and a leader in the business community. May you continue in your success in the years ahead, as you raise up future generations in the great legacy of your original founder, Bert Cook.

Congratulations on 100 Years!!

Text for City Plaque:

Presented To

Cook's Lumber & Hardware

Founded October 8, 1923 by Bert Cook
Lawndale, California

In Celebration of Your

100th Anniversary

now known as

Cook's Doors & Windows

City Logo Here

Recognizing four generations of Cook's dedicated to carrying on Bert's legacy of excellence in business in serving the City of Lawndale, the County of Los Angeles, and the South Bay communities.

Congratulations on your 100th Anniversary of Business!

Presented by the
Lawndale City Council

November 6, 2023

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

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.

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RESOLUTION NO. CC-2311-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,726,869.31

THE CITY COUNCIL OF THE CITY OF LAWNDALE, 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 204981 through 205076 for the aggregate total of $1,726,869.31 are hereby authorized.

Effective Date: November 6th, 2023

Approved by:

Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 6th 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 of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2311-041 at a regular meeting of said Council held on the 6th 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					
Rhonda H. Gorman					
Bernadette Suarez					

_____

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Check Number Beginning	Ending	Aggregate Total
10/12/2023	204981	205017	713,547.17
10/19/2023	205018	205047	787,983.72
10/26/2023	205048	205076	225,338.42
	Total Checks		**1,726,869.31**

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
	Total ACH Payments		**0.00**
Total Audited Claims and Demands Paid			**1,726,869.31**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 10/19/2023
Time: 11:34 am
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204981	10/12/2023	Reconciled		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	5,641.42
204982	10/12/2023	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CSD 3RD FLOOR KITCHEN MONTHLY	184.00
204983	10/12/2023	Reconciled		2207	ASAP SIGN & BANNER, LLC	FLAGS & LETTER DECALS FOR MSD	203.96
204984	10/12/2023	Printed		2829	BEKIM BERISHA	PRINTER FOR CMD (SEAN MOORE)	329.65
204985	10/12/2023	Reconciled		6821	JOHNNY CALDERON	APWA EXPO - MILEAGE, PARKING &	223.74
204986	10/12/2023	Reconciled		7478	CHARLES JOHNSON ROOFING	CONS & DEMO DEPOSIT REFUND	750.00
204987	10/12/2023	Reconciled		8199	CARISMA CONNER	PLANNING DEPOSIT REFUND	1,236.02
204988	10/12/2023	Reconciled		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	24,178.17
204989	10/12/2023	Printed		4241	CSMFO	2023 CSMFO MEMBERSHIP -	125.00
204990	10/12/2023	Printed		8197	GEORGE DIAZ	CONS & DEMO DEPOSIT REFUND	150.00
204991	10/12/2023	Reconciled		8201	RAUL ESPINOZA	CONS & DEMO DEPOSIT REFUND	240.00
204992	10/12/2023	Reconciled		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	270.57
204993	10/12/2023	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	131.39
204994	10/12/2023	Reconciled		6505	ROMAN GABRIEL	LANDSCAPE EXPO - MILEAGE,	60.31
204995	10/12/2023	Printed		8200	ISABELLA GWOZDZ	FLATWORK PERMIT REFUND	75.00
204996	10/12/2023	Reconciled		0380	PAT KEARNEY	CCCA 2023 FALL SEMINAR -	40.00
204997	10/12/2023	Printed		8138	ALDO LARA	VIDEO RECORDING -	1,750.00
204998	10/12/2023	Reconciled		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	607,417.95
204999	10/12/2023	Printed		7940	MARIPOSA LANDSCAPES, INC	IRRIGATION REPAIR - RPGERS	945.00
205000	10/12/2023	Reconciled		8186	MINUTEMAN PRESS GARDENA	2023/24 BUDGET BOOKS	1,389.32
205001	10/12/2023	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	271.53
205002	10/12/2023	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#520	55.00
205003	10/12/2023	Reconciled		3781	PARS	ACTUARIAL SERVICE FEES THRU	2,750.00
205004	10/12/2023	Reconciled		8198	NICK PETREVSKI	APWA EXPO - MILEAGE, PARKING &	140.87
205005	10/12/2023	Reconciled		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE -	1,000.00
205006	10/12/2023	Reconciled		8194	LEA REIS	APWA 2023 REGISTRATION FEE &	750.00
205007	10/12/2023	Printed		8196	RN INVESTMENT COMMUNITY SERVIC	PLANNING DEPOSIT REFUND	10.06
205008	10/12/2023	Reconciled		6379	SHI INTERNATIONAL CORP	10 ADDITIONAL ANTIVIRUS LICENS	609.93
205009	10/12/2023	Reconciled		6034	SOUTH COAST MECHANICAL INC	HVAC REPAIR - MSD	1,885.12
205010	10/12/2023	Reconciled		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	565.02
205011	10/12/2023	Printed		8195	DANYEIL STALLWORTH	PLANNING DEPOSIT REFUND	4,508.71
205012	10/12/2023	Printed		7132	SUPER BIRTHDAY INC	TRAIN FOR ANGEL TREE	1,125.00
205013	10/12/2023	Reconciled		8141	TRANSPORTATION CONCEPTS	LAWNDALE BEAT FIXED ROUTE -	49,960.13
205014	10/12/2023	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	397.00
205015	10/12/2023	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	1,229.60
205016	10/12/2023	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	2,714.06
205017	10/12/2023	Reconciled		0480	VISTA PAINT	GRAFFITI SUPPLIES	33.64
			Total Checks: 37			**Checks Total (excluding void checks):**	**713,547.17**
			Total Payments: 37			**Bank Total (excluding void checks):**	**713,547.17**
			Total Payments: 37			**Grand Total (excluding void checks):**	**713,547.17**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 10/19/2023
Time: 11:31 am

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
205018	10/19/2023	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	15,334.83
205019	10/19/2023	Printed		6369	AM-TEC TOTAL SECURITY INC.	REPLACED ALARM SENSOR @ CSD	760.00
205020	10/19/2023	Printed		2207	ASAP SIGN & BANNER, LLC	2 VINYL NUMBERS FOR TWO	13.08
205021	10/19/2023	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	1,302.39
205022	10/19/2023	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	3,110.00
205023	10/19/2023	Printed		0182	CITY OF LAWNDALE PETTY CASH	PETTY CASH REIMBURSEMENT	591.74
205024	10/19/2023	Printed		0615	CLEANSTREET, LLC	CITY-WIDE STREET SWEEPING	18,243.50
205025	10/19/2023	Printed		8139	COMMLINE, INC	INSTALLATION OF LIGHT BAR KIT	5,808.82
205026	10/19/2023	Printed		0592	DECALS BY DESIGN, INC	BUS GRAPHICS - SPECIAL TRANSIT	3,316.63
205027	10/19/2023	Printed		1820	DIGITAL MAP PRODUCTS, LP	SUBSCRIPTION &LICENSE FEES FOR	17,338.75
205028	10/19/2023	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	24,756.35
205029	10/19/2023	Printed		2307	KALBAN, INC.	FY 21/22 ANNUAL ST IMPROV	601,922.85
205030	10/19/2023	Printed		8202	LAWNDALE SCHOOL DISTRICT	SHOW WAGON DEPOSIT REFUND	500.00
205031	10/19/2023	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SVCS	35,582.67
205032	10/19/2023	Printed		8204	NOVO GYM REPAIR INC	REMOVAL OF TREADMILL BELTS	149.00
205033	10/19/2023	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL/DRUG SCREEN	106.00
205034	10/19/2023	Printed		6123	PRUDENTIAL OVERALL SUPPLY	POLO SHIRTS W/ LAWNDALE LOGO	563.12
205035	10/19/2023	Printed		3915	QUALITY CODE PUBLISHING	CODE SUPPLEMENTS/ INTERNET	1,427.00
205036	10/19/2023	Printed		8203	RELIABLE TRANSLATIONS INC	SPANISH TRANSLATION SVCS	114.00
205037	10/19/2023	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIERS-	635.94
205038	10/19/2023	Printed		8092	SAFESHRED CO., INC.	DOCUMENT DESTRUCTION - CSD	576.00
205039	10/19/2023	Printed		7932	HOMER O. SANTOS	PLANNING DEPOSIT REFUND	1,593.75
205040	10/19/2023	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	29,440.62
205041	10/19/2023	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES	2,800.00
205042	10/19/2023	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	16,200.00
205043	10/19/2023	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	950.45
205044	10/19/2023	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
205045	10/19/2023	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
205046	10/19/2023	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONE SERVICE	4,117.93
205047	10/19/2023	Printed		8006	ROBERT WASHINGTON	DJ SERVICE - HALLOWEEN EVENT	600.00
			Total Checks: 30			**Checks Total (excluding void checks):**	**787,983.72**
			Total Payments: 30			**Bank Total (excluding void checks):**	**787,983.72**
			Total Payments: 30			**Grand Total (excluding void checks):**	**787,983.72**

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							
205048	10/26/2023	Printed		8164	BLUE VIOLET NETWORKS	SECURITY CAMERAS FOR COMMUNITY	108,577.22
205049	10/26/2023	Printed		0142	BOULEVARD FLORIST	SYMPATHY FLOWERS FROM RPM	278.93
205050	10/26/2023	Printed		4333	CALIF BLDG STANDARDS COMMISSIO	SURCHARGE QTR ENDING 9-30-2023	195.00
205051	10/26/2023	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	OCT. 2023-INS PRE-TAX/POST TAX	2,530.92
205052	10/26/2023	Printed		0216	DELTA DENTAL	OCT. 2023 DENTAL PREMIUM	1,907.92
205053	10/26/2023	Printed		0389	DELTA DENTAL INS	OCT. 2023 DENTAL PREMIUM	235.02
205054	10/26/2023	Printed		8129	DEPT OF CONSERVATION	Q3 2023 - STRONG MOTION FEES	913.76
205055	10/26/2023	Printed		8100	ERC ROOFING & WATERPROOFING	RETENTION RELEASE - ROOF REPL	23,028.28
205056	10/26/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	94.81
205057	10/26/2023	Printed		8125	G2K CONSTRUCTION, INC	PWD & SHERIFF STATION FACILITY	15,336.15
205058	10/26/2023	Printed		3934	HAWTHORNE HIGH SCHOOL	"LAWNDALE" LETTERS FOR	500.00
205059	10/26/2023	Printed		8150	HEALTH AND HUMAN RESOURCE	OCT. 2023 EMPLOYEE ASSIST	74.52
205060	10/26/2023	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
205061	10/26/2023	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	1,849.38
205062	10/26/2023	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#510	90.00
205063	10/26/2023	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
205064	10/26/2023	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	50.00
205065	10/26/2023	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
205066	10/26/2023	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	80.23
205067	10/26/2023	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES	2,800.00
205068	10/26/2023	Printed		8206	JOHN STEINMETZ	PLANNING DEPOSIT REFUND	1,049.11
205069	10/26/2023	Printed		7894	SUPERIOR PAVEMENT MARKINGS,INC	RETENTION RELEASE - CITYWIDE	48,093.47
205070	10/26/2023	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,678.07
205071	10/26/2023	Printed		8141	TRANSPORTATION CONCEPTS	EMERGENCY - VEHICLE LEASE FOR	5,000.00
205072	10/26/2023	Printed		8120	TUCKER TOURS, LLC	TRAVEL CLUB - CHOCOLATE TRIP	6,223.00
205073	10/26/2023	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	114.00
205074	10/26/2023	Printed		6112	DANIEL URRUTIA	PLANNING COMMISSION STIPEND	50.00
205075	10/26/2023	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM OCT. 2023	1,023.63
205076	10/26/2023	Printed		8205	JAROMIR WAGNER	CONS & DEMO DEPOSIT REFUND	3,415.00
			Total Checks: 29			**Checks Total (excluding void checks):**	**225,338.42**
			Total Payments: 29			**Bank Total (excluding void checks):**	**225,338.42**
			Total Payments: 29			**Grand Total (excluding void checks):**	**225,338.42**

DRAFT MINUTES
LAWNDALE CITY COUNCIL REGULAR MEETING
October 16, 2023

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:33 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, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Development Manager Jared Chavez

CEREMONIALS

Councilmember Hofmann Gorman led the flag salute and Pastor Matthew Harbison of Lawndale Wesleyan Church provided the inspiration.

B. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

Sergeant Smith summarized the recent law enforcement activities, announced a Coffee With A Cop event at Target located at the Lawndale Plaza on October 18, 2023 at 9:00 a.m., and that the Los Angeles County Sheriff's Department (LASD) is hiring at lasd.org.

C. 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.

Mayor Pullen-Miles provided the history of the recognitions and asked Councilmember Hofmann Gorman to offer a few words.

Councilmember Hofmann Gorman congratulated the recipients and requested that information on the Firefighter and Sheriff's Deputy of the Year be placed on the City's website, social media accounts and to schedule this recognition for October 2024.

Mayor Pullen-Miles presented the Firefighter of the Year recognition to Battalion Chief Valdoria.

Battalion Chief Valdoria thanked the City for the recognition.

Mayor Pullen-Miles presented the Sheriff's Deputy of the Year recognition to Deputy Luppens.

Deputy Luppens thanked the City for the recognition.

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

Eva Sweeney, Director, and Co-founder of Experimentally Structured Museum Art (ESMoA) introduced Director of Operations Barbara Boehm and Communication Coordinator Max Varady. They Spoke about the museum and announced that their soft opening is scheduled on December 2, 2023.

Jon Wolfe, Resident, commented that there is a vacant house at 4221 W. 161st Street that he has contacted LASD about because it has been broken into several times.

Holly Osborn, Redondo Beach Resident, commented on the right-of-way (ROW) measurement results from Metro as compared to her measurements, BNSF Railway and Metro Staff.

Jay Gould, Resident, thanked City Staff and the City Council for their support regarding the Metro C Line (Green) Extension Project. He commented on the gas lines at his property, creating laws to restrict Metro projects and Metro's budget for the Metro C Line (Green) Extension Project.

E. COMMENTS FROM COUNCIL

Councilmember Hofmann Gorman thanked everyone for attending the meeting tonight. She welcomed the new museum ESMoA to the City, asked Resident Wolf to speak to Lieutenant Salgado regarding the vacant property, asked if Caltrans has been notified of the issues with the vacant property, thanked Resident Osborn for her input on the ROW measurements, and commented on Resident Gould's property being affected by Metro.

City Manager Moore responded that Caltrans has been contacted about the issues in the City and stated that staff will follow up on the vacant property.

Councilmember Kearney thanked everyone that attended tonight's meeting and he commented on Resident Gould's television interview when Metro inspected Resident Gould's property because of a pipeline issue.

Councilmember Suarez thanked everyone that attended tonight's meeting, asked ESMoA to provide their contact and opening day information, commented on the vacant property, and Resident Gould's property, and thanked Resident Gould for recognizing City Manager Moore's efforts on the Metro Project.

Mayor Pro Tem Cuevas thanked everyone that attended tonight's meeting, requested additional information on ESMoA and how City Councilmembers can get involved with their organization, commented on Resident Gould's property, and stated that the City will look into the vacant property.

DRAFT

Mayor Pullen-Miles welcomed ESMoA to the City, commented on the vacant property, thanked Resident Osborn for her support on the Metro Project, commented on Resident Gould's property, and stated that he would like a copy of the report from Torrance Logistics on the Metro Project.

F. CONSENT CALENDAR

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.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to approve the Consent Calendar. The motion passed by a vote of 5-0.

G. 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.

City Manager Moore presented the staff report.

Mayor Pro Tem Cuevas asked for clarification on why the City has to repair asphalt areas and irrigation.

City Manager Moore responded that there has been deferred maintenance at the parks during the past years.

Councilmember Kearney read a public comment received via e-mail from Resident Randall Abram in which Resident Abram commented on the increase in spending on school parks, ongoing maintenance costs and the park's usage.

Mayor Pullen-Miles opened public comments.

Holly Osborn, Redondo Beach Resident, commented on green space ratios.

Deena Sopko, Resident, asked about the City paying for the school district's parks and facilities.

Mayor Pullen-Miles closed the public comments.

DRAFT

Councilmember Suarez commented that green space in the City is important, and that she supports the proposed agreements.

Councilmember Kearney commented that the gym and park space are not part of the proposed agreement and about the cost to pave the parking lot at Rogers-Anderson Park.

Mayor Pro Tem Cuevas stated that the gym has been a separate agreement in the past. She commented that green space is important for the community, and she supports the proposed agreements.

Discussion ensued among the City Councilmembers regarding the history of Bollinger Gym's usage and renegotiating a separate agreement for Bollinger Gym.

City Attorney Murphy provided information on the short-term agreement extensions. He explained that the short-term amendment expires on October 20, 2023 and that there is no guarantee that the school district will extend another short-term amendment if the master agreement is not approved by the City Council this evening.

Councilmember Hofmann Gorman and Councilmember Kearney expressed that they would not support the approval of the master agreement as presented this evening.

City Attorney Murphy clarified the terms for Bollinger Gym and confirmed that it was an excluded facility.

Mayor Pullen-Miles re-opened public comments.

Ann Phillips, Lawndale Elementary School District (LESD) Board Trustee, commented that the City does not pay a rental fee for the use of school parks, and that LESD may not extend another short-term amendment.

Mayor Pullen-Miles closed public comments.

A motion was made by Councilmember Suarez and seconded by Mayor Pro Tem Cuevas, to 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 and to direct the City Manager to enter into negotiations for a separate agreement for Bollinger Gym with the LESD Superintendent. The motion passes 3-1-1 with Councilmember Kearney voting no and Councilmember Hofmann Gorman abstaining.

6. <u>Quarterly Investment Report for the Quarter Ended September 30, 2023</u>
Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended September 30, 2023.

Finance Director Manuelian presented the staff report.

Mayor Pro Tem Cuevas asked about long-term locked-in rates when the interest rates go down.

DRAFT

Finance Director Manuelian responded that it depends on the type of investment; however, the principal investment is not lost.

By consensus, the City Council received and filed 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.

Community Services Director Reyes presented the staff report.

Councilmember Hofmann Gorman inquired about the additional hours Southwest Patrol would work.

Community Services Director Reyes explained that staff is considering coverage on the days of Wednesday through Sunday, but the days and hours are flexible.

City Manager Moore explained that the days could include Thursday through Sunday.

Councilmember Hofmann Gorman asked if staff has seen an improvement when Southwest Patrol works at night.

Community Services Director Reyes responded that staff has seen an improvement in the City.

Mayor Pro Tem Cuevas asked if Southwest Patrol could patrol residential areas.

Community Services Director Reyes responded that, for safety reasons, it is not recommended that they patrol residential areas.

Mayor Pullen-Miles requested that Southwest Patrol patrol the City on Sundays.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Cuevas to approve additional funding of $68,800 ($27,200 for the 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. The motion passed by a vote of 5–0.

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.

Deputy City Manager/Director of Human Resources Felton presented the staff report.

Councilmember Kearney commented that he supports an increase to the City Council's compensation to the allowable amount of $950 a month.

Councilmember Suarez is not in favor of an increase to the City Council's compensation.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Cuevas to 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 increase the City Councilmember compensation to $950 a month to be effective after the November 2024 election. The motion passed by a vote of 4-1-0 with Councilmember Suarez voting no.

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.

City Manager Moore presented the staff report.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to accept the project completion by Kalban Inc., for the FY 2021/22 Annual Street Improvement Project; 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; and authorize staff to release 5% retention in the amount of $75,941.67 for the FY 2021/22 Annual Street Improvement Project. The motion passed by a vote of 5-0.

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.

DRAFT

City Manager Moore presented the staff report.

Councilmember Hofmann Gorman requested a map that reflects the status of the sign replacement project.

Councilmember Kearney asked if the sign posts are replaced.

City Manager Moore responded that sign posts are replaced when it is necessary.

Mayor Pro Tem Cuevas asked if the funding is from Congresswoman Maxine Waters' office and if the project includes the addition of pedestrian signs at crosswalks on Hawthorne Boulevard.

City Manager Moore replied that the funds are not from Congresswoman Waters' office and explained that no new signs are being installed.

Mayor Pro Tem Cuevas asked what the steps are to request a survey to add pedestrian signs at crosswalks near schools.

City Manager Moore responded that the request for additional signs would be made to the Traffic Committee. He stated that he would forward the request to the Traffic Committee.

Mayor Pullen-Miles requested the sign replacement project be posted on the City's website and social media accounts.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to authorize the appropriation of $507,078.00 in Priority Legislative Budget Project (PLBP) grant funds to the FY 2023/24 Citywide Sign Replacement Project. The motion passed by a vote of 5-0.

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

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.

Community Services Director Reyes presented the staff report.

Mayor Pro Tem Cuevas asked who has access to the data and about the privacy policy.

Community Services Director Reyes stated that LASD is the only entity that has access to the data and that LASD already has access to this same information.

Mayor Pro Tem Cuevas asked how future maintenance costs will be funded.

Community Services Director Reyes responded that the City would have to use General Funds to fund future maintenance costs; however, the City can end the program if it is too costly.

Sergeant Smith shared success stories that LASD has had utilizing Automatic License Plate Readers (ALPRs).

Lieutenant Salgado stated that ALPRs assist LASD with solving crimes faster.

Councilmember Suarez asked if red light violations are recorded.

Lieutenant Salgado responded that the program is not intended to record red light violations. He stated they are to assist with investigations, stolen vehicle alerts and missing persons alerts.

Mayor Pro Tem Cuevas inquired what the data retention period is.

Community Services Director Reyes responded that data is retained for ten years.

Sergeant Smith commented that personal identifying information is not captured by the cameras and explained that the ALPRs take a picture of a vehicle, license plate and provides geographical information only. He stated that the data has to be matched to other digital data to be effective.

Councilmember Hoffman Gorman asked if crime rates will drop because of the cameras.

Sergeant Smith responded that based on LASD's experience, criminals avoid areas with ALPRs.

Lieutenant Salgado commented that the ALPR will be a deterrent to crime in the City.
Mayor Pullen-Miles commented that he would like to know what the unintended consequences are and what will happen to the data after ten years. He expressed concerns that the data will be sold and whether the data is secure. He stated that he is not willing to approve an agreement without further information addressing his concerns.

Councilmember Suarez commented that she the same concerns as Mayor Pullen-Miles.

Councilmember Hofmann Gorman asked if Motorola Solutions, Inc./Vigilant Solutions would give a presentation to the City Councilmembers.

Municipal Services Director Reyes responded that the contractor could give a presentation at a future meeting. He clarified that the quantity of the ALPRs is 21, consisting of nine fixed and twelve portable cameras.

Mayor Pro Tem Cuevas asked if the ALPRs are the same as the computers that deputies have inside their patrol cars.

Municipal Services Director Reyes responded the ALPRs are not the same as the ones in the patrol cars.

DRAFT

Mayor Pullen-Miles opened public comments.

Deena Sopko, Resident, commented that the surrounding cities have ALPRs and that she is not concerned about her privacy.

A written public comment was received via e-mail from Resident Randall Abram in which Resident Abram commented on the ALPR costs, data storage and access, the proposed master agreement, success rate and program implementation.

Mayor Pullen-Miles closed public comments.

Councilmember Hofmann Gorman suggested that the representatives from Motorola Solutions, Inc./Vigilant Solutions be invited to attend the next meeting to give a presentation.

By consensus, the City Council continued this item to a date certain of November 6, 2023, and directed staff to invite Motorola Solutions, Inc./Vigilant Solutions to give a presentation at the next meeting.

H. CITY MANAGER REPORT

City Manager Moore reported that he visited Resident Gould's property to assist with the issues of the gravesites and pipelines related to the Metro C Line (Green) Project. He commented that the City is experiencing trash collection issues its waste hauler and that fines will be imposed.

I. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Hofmann Gorman commented that she has received complaints about Republic Services, and asked if there is a way to end the contract. She attended West Basin Municipal Water District Water Harvest and announced the City of Lawndale's Halloween Haunt scheduled for October 31, 2023. Councilmember Hofmann Gorman asked if the City can be allowed to attend the tour of the C Line Extension Right-of-Way hosted by the South Bay Cities of Governments (SBCCOG). She requested that the representatives of Republic Services be invited to a City Council meeting.

City Attorney Murphy responded that the City could form an Ad Hoc Subcommittee to meet with Republic Services in a focused setting.

Councilmember Kearney agreed with Councilmember Hofmann Gorman's suggestion to invite Republic Services to attend the next City Council meeting. He attended the Contract Cities Liability Trust Fund meeting, and Hawthorne High School Athletics Complex Groundbreaking Ceremony.

Councilmember Suarez commented that she did not attend any events and she will be in costume at the City's Halloween Haunt event on October 31, 2023.

DRAFT

Mayor Pro Tem Cuevas attended a Virtual Town Hall on Los Angeles County Budget hosted by Supervisor Holly J. Mitchell's office and commented that she will be in costume at the City's Halloween Haunt event on October 31, 2023.

Mayor Pullen-Miles attended the 2023 BizFed Freshman Policymakers Reception, visited Resident Gould's property to view the issues of gravesites and pipeline issues related to the Metro C Line (Green) Project, commented on Republic Services not collecting commercial recyclables, and commented on Southern California Edison's (SCE) recent power outages.

City Manager Moore responded that a mylar balloon recently caused another power outage on Prairie Avenue and Rosecrans Avenue.

J. 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.

City Attorney Murphy read the aforementioned Closed Session matter by title only and stated that there will only be one (1) Anticipated Litigation case to consider instead of 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.

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

The City Council convened into closed session at 9:07 p.m.

The City Council reconvened from closed session at 10:04 p.m.

City Attorney Murphy reported that for Closed Session Item No. J.13 Conference with Legal Counsel, Anticipated Litigation, there was unanimous direction to initiate litigation by filing and serving the defendant. City Attorney Murphy indicated that to be consistent with the Brown Act, the defendant's name and litigation information will become public after the defendant is served.

City Attorney Murphy reported that for Closed Session Item No. J.14 Public Employee Performance Evaluation, Staff was given direction to prepare a contract amendment with specific terms to be brought back to a future meeting for potential action.

K. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 10:07 p.m.

+

DRAFT

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 11/6/2023

DRAFT

Back to Agenda

CITY OF LAWNDALE

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

DATE: November 6, 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: **Second Reading and Adoption of Ordinance No. 1204-23, Amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Council Compensation**

BACKGROUND

On September 18, 2023, staff introduced Senate Bill 329 ("SB 329") for City Council's consideration regarding approved legislation that allows cities a onetime opportunity to adjust the compensation provided to city council to a set amount, based on the population. Upon discussion, City Council directed staff to bring back an ordinance for further consideration and requested staff to complete a City Council compensation survey.

On October 16, 2023, City Council received staff's report, introduced, and waived further reading of Ordinance No. 1204-23 amending section 2.04.040 of Title 2 of the Lawndale Municipal Code regarding City Council Compensation. This item is brought before City Council to for the second reading and adoption.

STAFF REVIEW

At its regular meeting on October 16, 2023, City Council introduced Ordinance No. 1204-23 and waived further reading of the ordinance to amend section 2.04.040 of Title 2 of the Lawndale Municipal Code regarding City Council Compensation. Ordinance 1204-23 will increase City Council compensation from $450 per month to $950 per month, in compliance with new statewide limits. The ordinance will take effect thirty (30) days after its final passage and adoption. However, in compliance with Government Code section 36516.5, the approved compensation increases will not take effect until after the next general election and commencement of a new term of office in November 2024, effective the first pay period in January 2025.

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 with the adoption of this ordinance.

RECOMMENDATION

Staff recommends that the City Council read by title only and adopt Ordinance 1204-23, amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Council Compensation.

Attachment (s):

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

ATTACHMENT A

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 LAWNDALE, CALIFORNIA, AMENDING SECTION 2.04.040 OF TITLE 2 OF THE LAWNDALE 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 LAWNDALE, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Amendment of Section 2.04.040 of the Lawndale Municipal Code is hereby amended in its entirely 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 on the 16th day of October 2023. PASSED, APPROVED, AND ADOPTED this 6th 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 6th 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

Back to Agenda

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

SUBJECT: **Senior Citizen Advisory Committee Appointments 2023 - 2025**

BACKGROUND

On July 7, 2014, the City Council adopted Resolution No. CC-1407-032 expanding the membership to a 12-member Senior Citizen Advisory Committee (Committee).

The City Council adopted Resolution No. CC-1903-013, Resolution No. CC-1906-029, and Resolution No. CC-1911-054 appointing eleven Committee members to a term ending on February 28, 2021.

On March 1, 2021, the City Council adopted Resolution No. CC-2103-009, extending the terms of the current membership to begin on March 1, 2021, and end February 28, 2023.

On June 5, 2023, the City Council adopted Resolution No. CC-2306-023 appointing five members to serve on the Committee from June 5, 2023, to February 28, 2025.

STAFF REVIEW

To be appointed to the Senior Citizen Advisory Committee, a person must submit an application, must be at least 55 years of age, and must reside in the City, or participate in the City's senior citizen program and reside within any of the cities commonly known as the South Bay cities for at least 30 consecutive days before submitting the application. Pursuant to Lawndale Municipal Code Section 2.40.030, the Mayor appoints new members with the approval of the City Council.

During the recruitment phase for new and returning members, several of the current members notified the City that they would not be returning. When the current term ended on February 28, 2023, the City did not receive a sufficient number of applicants to achieve a quorum.

The Community Services Department and the City Clerk's Department increased their recruitment and advertising efforts to solicit additional applicants.

As a result of the recruitment efforts, the City appointed five members to the Committee in June 2023. However, the Committee still had vacancies that needed to be filled in order to achieve a quorum.

The City received two applications for appointment to the Committee.

The following applicants have been reviewed by Mayor Pullen-Miles and have been selected for appointment:

Louise Karen Gomes	Evelyn Legarda

In anticipation that the Mayor would make the appointments and that the City Council would approve the appointments, staff has prepared Resolution No. CC-2311-042 for your consideration.

The Community Services Department and the City Clerk's Department will continue their recruitment efforts to fill the remaining vacancies.

The term for these appointments will start on November 6, 2023, and end on February 28, 2025.

ENVIRONMENTAL ASSESSMENT

City staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, that the Senior Citizen Advisory Committee Appointments are not subject to CEQA review because it can be seen with certainty that there is no possibility that these appointments may have a significant effect on the environment as this is an administrative matter.

LEGAL REVIEW

The City Attorney's office has reviewed Resolution No. CC-2311-042 and has approved it as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council: (a) approve the Mayor's appointments by directing staff to insert the appointees' names in Sections 1 and 2 of Resolution No. CC-2311-042; (b) adopt the resolution as amended; and (c) find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(b)(3).

Attachments: A. Resolution No. CC-2311-042
B. Applications for Appointment to the Senior Citizen Advisory Committee

RESOLUTION NO. CC-2311-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, CONFIRMING APPOINTMENTS TO THE SENIOR CITIZEN ADVISORY COMMITTEE

WHEREAS, the City Council established, by Resolution No. CC-1407-032, the 12-member Senior Citizen Advisory Committee ("Committee") of the City of Lawndale; and

WHEREAS, with the adoption of Resolution No. CC-1903-013, Resolution No. CC-1906-029, and Resolution No. CC-1911-054, the City Council appointed eleven Committee members to a term that ended on February 28, 2021; and

WHEREAS, with the adoption of Resolution No. CC-2103-009, the Mayor and City Council extended the Committee members' terms through February 28, 2023; and

WHEREAS, On June 5, 2023, the City Council adopted Resolution No. CC-2306-023 appointing five members to serve on the Senior Citizen Advisory Committee from June 5, 2023, to February 28, 2025; and

WHEREAS, Committee members serve a term beginning March 1 of each odd-numbered year and ending on February 28 of the succeeding odd-numbered year; and

WHEREAS, eligible residents have submitted applications for appointment to the Committee; and

WHEREAS, the Mayor and City Council have reviewed the applications; and

WHEREAS, the Mayor has appointed two (2) of the applicants to the Committee and the City Council wishes to ratify the appointments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council approves the Mayor's appointment of Louise Karen Gomes and Evelyn Legarda to the Senior Citizen Advisory Committee.

SECTION 2. All members of the Committee shall serve a term of office to commence on November 6, 2023, and expire on February 28, 2025, unless earlier removed.

SECTION 3. Pursuant to Council Policy No. 93-09, a newly appointed committee member must submit to a background check upon appointment.

SECTION 4. The members of the Senior Citizen Advisory Committee shall serve without compensation, unless the City Council, by resolution or otherwise, provides, but may receive reimbursement for necessary travel and other expenses incurred in the performance of an official duty, when such expenditures are first authorized by the City Council.

PASSED, APPROVED AND ADOPTED this 6th day 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 of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2311-042 at a regular meeting of said Council held on the 6th 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					
Bernadette Suarez					
Rhonda Hofmann Gorman					
Pat Kearney					

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

'23 OCT 16 11:51AM

CITY OF LAWNDALE
APPLICATION FOR APPOINTMENT TO CITY COMMISSIONS, COMMITTEES AND BOARDS

I am applying for appointment to: (check all boxes that apply)

- ☐ Planning Commission
- ☐ Parks, Recreation & Social Services Commission
- ☐ Cable Commission
- ☐ Beautification Committee
- ☒ Senior Citizen Advisory Committee
- ☐ Personnel Board

Name: Evelyn Legarda Daytime Phone: [redacted]

Home Address: [redacted] City: Lawndale Zip: 90260

E-mail Address: [redacted] Yrs. Lived in Lawndale: yes

Occupation: Worked Lawndale School District Retired

Duties: _____

Employer: William Green - Lucille Smith Work Phone: _____

Address: _____ City: _____ Zip: _____

Educational Background/Degrees: High School

Licenses or Special Certificates Held: _____

List any other committees/commissions on which you have served, and the year(s) of service: Will Green PTA 1990-1993 membership and president Boy Scout 1975 Wolfo Leader Lutzinger High 1993-2008 - Girl Scouts 1973 - Leader

Organizations to which you belong (professional, technical, community, services): Grupo Guadalupano 1985 - 2020 was president Jan 2009 - 2010

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary). Would like to help seniors and get involve with the city, Volunteer Firework Stand for Boy Scout Troop of Lawndale and the city

References (include name and daytime phone number): (1) LARRY STOUCH [redacted]

(2) Helena LeCount-Cawse [redacted]

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that any or all information on this form may be verified; b) that this document is a public record subject to disclosure under the Public Records Act c) that, if I am appointed, I will be required to submit to a background check by the City.

Signature: [redacted] Date: Oct 2 2023

The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

RETURN THIS FORM TO:

CITY CLERK, CITY OF LAWNDALE, 14717 BURIN AVENUE, LAWNDALE, CA. 90260

For information call (310) 973-3213

View results

Respondent

31 Anonymous

05:36
Time to complete

1. Applying for Appointment to (check all boxes that apply, you can select more than one): *

- [ ] Planning Commission
- [ ] Parks, Recreation & Social Services Commission
- [ ] Beautification Committee
- [x] Senior Citizen Advisory Committee
- [ ] Media and Technology Advisory Committee
- [ ] Personnel Board

2. Full name *

Louise Karen Gomes

3. Phone number *

[redacted]

4. Email address *

[redacted]

5. Home Address, City & Zip Code *

[redacted]

6. Years Lived in Lawndale *

44

7. Employer Information （ Employer Name, Address and Phone number)

retired

8. Educational Background/Degrees, Licenses or Special Certificates Held *

AA

9. List any other committees/commissions or organizations (professional, technical, community, services) on which you have served/belonged, and the year(s) of service:

0

10. State why you wish to serve and why you believe you are qualified for the position (attach optional additional documents such as a resume or bio).

Help the community and seniors

11. Optional additional information (biography, resume, experience, etc.)

12. References (include name and phone number)

Dan Woods [redacted]

13. I understand, acknowledge, and agree that my digital submission of this application serves to certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that I am disqualified from appointment to any advisory body if I am a relative of a councilmember, a city employee or a person appointed to the same advisory body to which I am applying; b) that I have not served as a Councilmember in less than a year (Planning and Parks only); c) that any or all information on this form may be verified; d) that this document is a public record subject to disclosure under the Public Records Act; and e) that, if I am appointed, I will be required to submit to a background check by the City. The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.
By signing below you affirm the statement above.

Full Name (Signature) *

[redacted]

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

SUBJECT: **Beautification Committee Appointment 2023-2025**

BACKGROUND

On March 18, 2019, the City Council adopted Resolution No. CC-1903-014 appointing five (5) members to serve on the Beautification Committee (Committee) for a term beginning March 1, 2019, and ending February 28, 2021.

On November 18, 2019, the City Council adopted Resolution No. CC-1911-056 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2021.

On January 6, 2020, the City Council adopted Resolution No. CC-2001-005 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2021.

On March 1, 2021, the City Council adopted Resolution No. CC-2103-010 appointing four (4) members to serve on the Beautification Committee for a term beginning March 1, 2021, and ending February 28, 2023.

On June 21, 2021, the City Council adopted Resolution No. CC-2106-026 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2023.

On September 20, 2021, the City Council adopted Resolution No. CC-2109-039 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2023.

On March 6, 2023, the City Council adopted Resolution No. CC-2303-011 appointing five (5) members to serve on the Beautification Committee for a term beginning March 6, 2023, and ending on February 28, 2025.

STAFF REVIEW

To be appointed to the Beautification Committee, a person must submit a written application, must be at least 18 years of age, and must reside in the City for at least 30 consecutive days before

submitting the application. Pursuant to Lawndale Municipal Code Section 2.40.030, the Mayor appoints new members with the approval of the City Council.

The City received one (1) application for appointment to the Committee.

The following applicant has been reviewed by Mayor Pullen-Miles and has been selected for appointment:

Raul Lamas-Vargas

In anticipation that the Mayor would make the appointment and that the City Council would approve the appointment, we have prepared Resolution No. CC-2311-043 for your consideration.

The term for this appointment would start on November 6, 2023, and end on February 28, 2025.

ENVIRONMENTAL ASSESSMENT

City staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, that the Beautification Committee Appointment is not subject to CEQA review because it can be seen with certainty that there is no possibility that the Beautification Committee Appointment may have a significant effect on the environment as this is an administrative matter.

LEGAL REVIEW

The City Attorney's office has reviewed Resolution No. CC-2311-043 and has approved it as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that: (a) the City Council approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 and 2 of Resolution No. CC-2311-043; (b) the City Council adopt the resolution as amended; and (c) find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(b)(3).

Attachments: A. Resolution No. CC-2311-043
B. Application for Appointment to the Beautification Committee

RESOLUTION NO. CC-2311-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, CONFIRMING APPOINTMENT TO THE BEAUTIFICATION COMMITTEE

WHEREAS, the City Council established, by Resolution No. CC-0103-26, the seven (7) member Beautification Committee ("Committee") of the City of Lawndale; and

WHEREAS, with the adoption of Resolution No. CC-1903-014 appointing five (5) members, Resolution No. CC-1911- 056 appointing one (1) member, and Resolution No. CC-2001-005 appointing one (1) member, the City Council appointed Committee members respectively to a term that ended on February 28, 2021; and

WHEREAS, on March 1, 2021, the City Council adopted Resolution No. CC-2103-010 appointing four (4) members to serve on the Beautification Committee for a term beginning March 1, 2021, and ending February 28, 2023; and

WHEREAS, on June 21, 2021, the City Council adopted Resolution No. CC-2106-026 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2023; and

WHEREAS, on September 20, 2021, the City Council adopted Resolution No. CC-2109-039 appointing one (1) member to serve on the Beautification Committee for a term beginning immediately and ending February 28, 2023; and

WHEREAS, on March 6, 2023, the City Council adopted Resolution No. CC-2303-011 appointing five (5) members to serve on the Beautification Committee for a term beginning March 6, 2023, and ending on February 28, 2025; and

WHEREAS, all committee members are appointed by the Mayor, with the approval of the City Council, for a term commencing on March 1 of each odd numbered year and terminating on February 28 of the succeeding odd numbered year; and

WHEREAS, an eligible resident has submitted an application for appointment to the Committee; and

WHEREAS, the Mayor and City Council has reviewed the application; and

WHEREAS, the Mayor has appointed one (1) applicant on the Committee and the City Council wishes to ratify the appointment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION I. The City Council approves the Mayor's reappointment of Raul Lamas-Vargas to the Beautification Committee.

SECTION 2. All members of the Committee shall serve a term of office to commence on November 6, 2023, and expire on February 28, 2025, unless earlier removed.

SECTION 3. Pursuant to Council Policy No. 93-09, a newly appointed committee member must submit to a background check upon appointment.

SECTION 4. Members of the Beautification Committee shall serve without compensation, unless the City Council, by resolution or otherwise, provides, but may receive reimbursement for necessary travel and other expenses incurred in the performance of an official duty, when such expenditures are first authorized by the City Council.

PASSED, APPROVED AND ADOPTED this 6th 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 of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2311-043 at a regular meeting of said Council held on the 6th 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					
Bernadette Suarez					
Rhonda Hofmann Gorman					
Pat Kearney					

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

3-15-23

CITY OF LAWNDALE
APPLICATION FOR APPOINTMENT TO CITY COMMISSIONS, COMMITTEES AND BOARDS

I am applying for appointment to: (check all boxes that apply)

- [X] Planning Commission
- [X] Parks, Recreation & Social Services Commission
- [ ] Cable Commission
- [X] Beautification Committee
- [ ] Senior Citizen Advisory Committee
- [X] Personnel Board

Name: LAMAS-VARGAS, RAUL Daytime Phone: [redacted]

Home Address: [redacted] City: LAWNDALE Zip: 90260

E-mail Address: [redacted] Yrs. Lived in Lawndale: 26

Occupation: DEPUTY SHERIFF

Duties: _____

Employer: LOS ANGELES COUNTY Work Phone: [redacted]

Address: [redacted] City: LOS ANGELES Zip: 90012

Educational Background/Degrees: LOS ANGELES SHERIFF'S ACADEMY, EL CAMINO COLLEGE

Licenses or Special Certificates Held: CALIFORNIA P.O.S.T., ASSOCIATES DEGREE

List any other committees/commissions on which you have served, and the year(s) of service: N/A

Organizations to which you belong (professional, technical, community, services): N/A

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary). I'M A LONGTIME RESIDENT OF LAWNDALE, WOULD LIKE TO VOLUNTEER MY TIME TO KEEP LAWNDALE NICE AND HELP IMPROVE

References (include name and daytime phone number): (1) Marisela Ruiz [redacted]

(2) Dr. Guzman, Laura [redacted]

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that any or all information on this form may be verified; b) that this document is a public record subject to disclosure under the Public Records Act c) that, if I am appointed, I will be required to submit to a background check by the City.

Signature: [redacted] Date: 3-15-23

The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

RETURN THIS FORM TO:

CITY CLERK, CITY OF LAWNDALE, 14717 BURIN AVENUE, LAWNDALE, CA. 90260
For information call (310) 973-3213

CITY OF LAWNDALE

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

SUBJECT: **Parks, Recreation and Social Services Commission Appointment 2023-2025**

BACKGROUND

On February 19, 2019, the City Council adopted Resolution No. CC-1902-007 appointing five (5) members to serve on the Parks, Recreation and Social Services Commission for a term beginning March 1, 2019 and ending February 28, 2021.

On March 1, 2021, the City Council adopted Resolution No. CC-2103-011, appointing five (5) members to serve on the Parks, Recreation and Social Services Commission for a term beginning March 1, 2021 and ending February 28, 2023.

On April 15, 2021, Commissioner David Glass resigned, and Commissioner Dan Reid resigned on April 19, 2021, leaving two (2) vacancies with unexpired terms.

On June 21, 2021, the City Council adopted Resolution No. CC-2106-025, appointing two (2) members to fill the vacancies to serve on the Parks, Recreation and Social Services Commission (PRSSC) for a term ending February 28, 2023.

On July 11, 2022, Parks, Recreation and Social Services Commissioner Sylvia Hathaway-Chavez resigned from the PRSSC. As a result, a vacancy for an unexpired term currently exists on the PRSSC.

On February 21, 2023, the City Council adopted Resolution No. CC-2302-007, appointing five (5) members to fill the vacancies to serve on the PRSSC for a term beginning March 1, 2023, and ending February 28, 2025.

STAFF REVIEW

To be appointed to the PRSSC, a person must submit a written application, must be at least 18 years of age, and must reside in the City for at least 30 consecutive days before submitting the application. Pursuant to Lawndale Municipal Code Section 2.40.030, the Mayor appoints new members with the approval of the City Council.

The City received one (1) application for appointment to the Commission.

The following applicant has been reviewed by Mayor Pullen-Miles and has been selected for appointment:

Uriel Gomez

In anticipation that the Mayor would make the appointment and that the City Council would approve the appointment, we have prepared Resolution No. CC-2311-044 for your consideration.

The term for this appointment begins on November 6, 2023, and ends on February 28, 2025.

LEGAL REVIEW

The City Attorney's office has reviewed Resolution No. CC-2311-044 and has approved it as to form.

FISCAL IMPACT

Parks, Recreation and Social Services Commissioners receive a stipend of $50 per meeting, not to exceed $100 per month, and may be reimbursed for expenses related to their duties if approved by the City Council. The salary for commissioners has already been budgeted for in the FY 23/24 budget and there is no additional budget amendment needed.

RECOMMENDATION

Staff recommends that: (a) the City Council approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-2311-044; (b) the City Council adopt the resolution as amended; and (c) find this item exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(b)(3).

Attachments:
A. Resolution No. CC-2311-044
B. Application for Appointment to the Parks, Recreation and Social Services Commission

RESOLUTION NO. CC-2311-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA CONFIRMING APPOINTMENTS TO THE LAWNDALE PARKS, RECREATION, AND SOCIAL SERVICES COMMISSION

WHEREAS, pursuant to Lawndale Municipal Code Chapter 2.40, the Parks, Recreation and Social Services Commission consists of five members who have the power, except as otherwise provided by law, to: (a) advise the city council in matters pertaining to social and leisure programs for the city. The commission may make recommendations to the city council on priorities for the development and provision of social and leisure programs for the residents of Lawndale and the acquisition and operation of related facilities; (b) be responsible for assisting the city council and community services department in identifying and assessing areas of social and leisure needs, and for cooperating with other individuals and community agencies engaged in serving human needs to identify service gaps and areas of duplication within the community; (c) encourage the maximum availability of social and leisure opportunities within the community through appropriate scheduling of facilities and through the promotion of citizen participation in the development and operation of nontax-supported programs; and (d) independently act to raise funds, the commission shall be authorized to spend such funds on social and leisure items and events within the city as more fully described in Chapter 3.10 of the code; and

WHEREAS, on March 1, 2021, with the adoption of Resolution No. CC-2103-011, the City Council appointed five (5) members of the Parks, Recreation and Social Services Commission (PRSSC) to terms that would end February 28, 2023; and

WHEREAS, on April 15, 2021, Commissioner David Glass resigned, and Commissioner Dan Reid resigned on April 19, 2021, leaving two (2) vacant seats; and

WHEREAS, on June 21, 2021, the City Council adopted Resolution No. CC-2106-025, appointing two (2) members to fill the vacancies to serve on the PRSSC for a term ending February 28, 2023; and

WHEREAS, on February 21, 2023, the City Council adopted Resolution No. CC-2302-007, appointing five (5) members to fill the vacancies to serve on the PRSSC for a term beginning March 1, 2023, and ending February 28, 2025; and

WHEREAS Parks, Recreation and Social Services Commissioners serve a term beginning March 1 of each odd-numbered year and ending on February 28 of the succeeding odd-numbered year; and

WHEREAS an eligible resident has submitted an application for appointment to the Parks, Recreation and Social Services Commission; and

WHEREAS, the Mayor and City Council have reviewed the application; and

WHEREAS, the Mayor has appointed one (1) applicant to fill the Parks, Recreation and Social Services Commission and the City Council wishes to ratify the appointment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council approves the Mayor's appointment of Uriel Gomez to the Parks, Recreation and Social Services Commission.

SECTION 2. The appointed member of the Parks, Recreation and Social Services Commission shall serve a term of office to commence on November 6, 2023, and expire on February 28, 2025, unless earlier removed.

SECTION 3. Pursuant to the California Political Reform Act, all newly appointed Parks, Recreation and Social Services Commissioners are required to file with the city clerk a Statement of Economic Interests a) within 30 days of assuming office and b) annually while in office.

SECTION 4. Pursuant to Council Policy No. 93-09, a newly appointed commissioner must submit to a background check upon appointment.

SECTION 5. Pursuant to Council Policy No. 93-09, each commissioner will receive a stipend of $50 per meeting attended, not to exceed $100 per month, and may receive reimbursement for necessary travel and other expenses incurred in the performance of an official duty, when such expenditures are first authorized by the City Council.

PASSED, APPROVED AND ADOPTED this 6th 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 of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2311-044 at a regular meeting of said Council held on the 6th 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					
Bernadette Suarez					
Rhonda Hofmann Gorman					
Pat Kearney					

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

RECEIVED
2023 NOV 1 4:36PM

View results

Respondent
33 Anonymous

15:59
Time to complete

1. Applying for Appointment to (check all boxes that apply, you can select more than one): *

- [ ] Planning Commission
- [x] Parks, Recreation & Social Services Commission
- [ ] Beautification Committee
- [ ] Senior Citizen Advisory Committee
- [ ] Media and Technology Advisory Committee
- [ ] Personnel Board

2. Full name *

Uriel Gomez

3. Phone number *

[redacted]

4. Email address *

[redacted]

5. Home Address, City & Zip Code *

[redacted] Lawndale 90260

6. Years Lived in Lawndale *

24

7. Employer Information (Employer Name, Address and Phone number)

Most recent employer:
[redacted]

8. Educational Background/Degrees, Licenses or Special Certificates Held *

Bachelor of Science, Cognitive Science from University of California, Santa Cruz (Summa cum laude). Specialization in Human-Computer Interaction and Linguistics

9. List any other committees/commissions or organizations (professional, technical, community, services) on which you have served/belonged, and the year(s) of service:

Educational: Cognitive Science Student Association - CSSA (2 years)
Community: Boleros de Noche Non-Profit (1 year)
Professional:
- Google UX Research: Newsletter Committee (1 year)
- UserTesting, Inc: Employee Ideas Committee (1 year)

10. State why you wish to serve and why you believe you are qualified for the position (attach optional additional documents such as a resume or bio).

As I grew up in Lawndale, I used to unfairly grumble about my hometown. It didn't possess the same "cool" or "hip" appeal as other parts of Los Angeles. It was challenging to pinpoint what truly made Lawndale remarkable. However, with time, I've come to value the fact that Lawndale embodies the essence of what I adore about the greater Los Angeles area - a city that celebrates and harmonizes diversity in industry, culture, and lifestyles. I am committed to preserving this unique blend. My aim is to champion captivating and enriching art and cultural initiatives that cater to everyone in Lawndale, igniting passions in areas they might not typically encounter in their daily lives. I aspire to contribute to the betterment of Lawndale, for the benefit of both newcomers to our community and those who have called this place home for generations.

I am confident that I am a strong match for this role due to my diverse background and extensive experiences encompassing customer service, research, insight generation, and event management. This broad spectrum of experience equips me to excel as a collaborative team member, showcasing my adaptability and exceptional communication skills. My track record includes working with stakeholders from various backgrounds, catering to enterprise-level clients, and engaging with high-demand executives. My interpersonal skills enable me to extract valuable information and connect with individuals at their current stage. Moreover, I possess the technical expertise to design and produce promotional materials for effective communication with large audiences. In summary, I am a people-oriented individual with the technical capabilities required to assist the city council in comprehending the leisure and support initiatives desired and needed by the residents of Lawndale.

11. Optional additional information (biography, resume, experience, etc.)

[redacted]

12. References (include name and phone number)

Roberto Carlos
[redacted]

Aleksandra Mirisola
[redacted]

Kevin Hom
[redacted]

13. I understand, acknowledge, and agree that my digital submission of this application serves to certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that I am disqualified from appointment to any advisory body if I am a relative of a councilmember, a city employee or a person appointed to the same advisory body to which I am applying; b) that I have not served as a Councilmember in less than a year (Planning and Parks only); c) that any or all information on this form may be verified; d) that this document is a public record subject to disclosure under the Public Records Act; and e) that, if I am appointed, I will be required to submit to a background check by the City. The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.
By signing below you affirm the statement above.

Full Name (Signature) *

[redacted]

Back to Agenda

CITY OF LAWNDALE

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/Human Resources Director

SUBJECT: **First Amendment to Contract Services Agreement with Doerschel & Associates, LLC, formerly Darren P. Doerschel, for Cable Television Consultation and Technical Support Services**

BACKGROUND

In April 2021, City Council approved an agreement with Darren P. Doerschel, Systems Integration Consultant, to provide operations and technical support services for the City's Cable Television operations. As it is imperative that the City systems are maintained and functional, as well as complete the necessary upgrades and replacements of the audio video programing systems and television production equipment, it is staff's desire to extend the contract services agreement with Doerschel & Associates, LLC, formerly Darren P. Doerschel.

STAFF REVIEW

The City entered into a contract services agreement with Doerschel & Associates, LLC, formerly Darren P. Doerschel in April 2021 to provide on-going cable television operations and technical support. During this time, Mr. Doerschel's knowledge, experience and technical expertise has been essential to the operations of the City's cable television systems. As continual consulting services are needed to provide technical guidance, maintenance support, troubleshooting, and training that would maintain and allow uninterrupted broadcast operations and programming; provide recommendations and assist staff with the implementation of the City's audio video programing systems and necessary operations, equipment and facilities upgrades, staff is recommending approval of a first amendment to the current contract services agreement.

This first amendment would extend the contract amount to an amount not to exceed $82,000. The consultant rate will be $125 per hour, on an as needed bases. It is estimated that approximately 182 hours are needed for this current fiscal year. Staff will continue to monitor the hours and any changes in consulting services will be discussed and approved in writing by the City prior to implementation.

LEGAL REVIEW

The City Attorney's office has reviewed the contract amendment and has approved it to form.

FISCAL IMPACT

City Council approved an appropriation of $23,000 during the fiscal year 2023-2024 budget process. No additional budget appropriation will be needed for this current fiscal year. Estimated cost for services needed in future years will be assessed and requested during the budget cycle.

RECOMMENDATION

Staff recommends that City Council: a) approve the first amendment to the contract services agreement with Doerschel & Associates, LLC, formerly Darren P. Doerschel for Cable Television Technical Consultation and Technical Support Services for an amount not to exceed $82,000.

Attachment: Contract Service Agreement with Doerschel & Associates, Systems Integration Consultant.

ATTACHMENT 1

First Amendment to Contract Services Agreement for Cable Television Consultation and Technical Support Services with Doerschel & Associates, LLC

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR CABLE TELEVISION TECHNICAL SUPPORT AND CONSULTATION SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 6th day of November 2023, by and between the City of Lawndale, a municipal corporation (herein "City") and Doerschel & Associates, LLC, a California Limited Liability Company ("Consultant"). The term Consultant includes professionals performing in a consulting capacity.

RECITALS

WHEREAS, City and Darren P. Doerschel, Systems Integration Consultant entered into that certain Agreement entitled "Contract Services Agreement for Cable Television Technical Support and Consultation Services" (the "Agreement") effective on or about April 19, 2021; and

WHEREAS, Darren P. Doerschel, Systems Integration Consultant has recently incorporated to provide a more stable operating structure for the business and desires the Agreement to be carried out by that incorporated entity; and

WHEREAS, Section 3.3 of the Agreement requires the City to acknowledge and approve any assignment of the Agreement to another entity; and

WHEREAS, the City and the Consultant now desire to amend the Agreement, as set forth in this First Amendment, to recognize the new corporate entity and to provide for additional services.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement, as amended, is further amended in the following particulars only:

SECTION 1. The "Consultant" as defined in the Agreement shall be Doerschel & Associates, LLC.

SECTION 2. Section 2.1 of the Agreement, entitled "Contract Sum", is hereby amended to increase the maximum Contract Sum from $34,000 to $82,000 to compensate the Consultant for cable television operation and technical support, maintenance, design services, training and other municipal government cable television operations consulting services as needed.

SECTION 3. Except as expressly provided for in this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment as of the date first written above.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

CITY:

CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
Doerschel & Associates, LLC.
a California company

By: _____
Name: Darren P. Doerschel
Title: Systems Integration Consultant

Address: 3435 Ocean Park Blvd. #107
Santa Monica, CA 90405

[END OF SIGNATURES]

October 30th, 2023

To: Raylette Felton
City of Lawndale
Re: Cable TV General Operations Consultation and Technical Support

Raylette:

Thank you for allowing me the opportunity to provide you with this proposal. It is my understanding that the City is need of continued operational and technical support related to the newly installed AV Systems and TV Systems supporting the Council Chamber operations as well as the general TV Production, Post-Production and Mobile Production Facilities and operations.

Besides as-needed technical assistance and consultation, monthly onsite visits to meet and review updates to the operation and maintenance support are an aspect of the Scope of Services described below.

Proposal

The following services to be provided are based on estimated Time & Materials onsite or offsite consulting hours based on the City's need for any maintenance, design services, installation, troubleshooting and any general Municipal Government TV Station consultations.

The major systems to be reviewed and targeted for operational training or maintenance support include the On-Air Playback Automation System, the Camera Control and Robotics System, the Graphics and Character Generator System, the Video Production Switcher, the Sound Reinforcement System, the AV Control System, the Video and Audio Routing Systems, the Distribution and Monitoring Systems, Post-Production Systems, Mobile Production Truck, On-air Master Control Systems, Playback Operations and general TV Production advisement and recommendations and any other operational or technically related subsystems.

Proposed Tasks

Recommended objectives and training tasked to be performed offsite and onsite with City designated staff include:

- Assess and Evaluate current operational needs and discuss basis for improvements
- Review and Troubleshoot issues related to any and all technical systems related to TV Production Operations or TV Station related work tasks
- Develop any required training objectives and/or a list of tasks as a part of any training sessions
- Evaluate identified functional performance issues related to AV or TV Production workflows
- Provide technical support and offsite assistance by phone when necessary
- Assist City with contacting manufacturers or Warranty Servicers as needed
- Report on completed tasks, training performed or recommendations after troubleshooting

Consultant Cost Estimates

Description of Services on Quarterly Basis	Monthly Units	Annual Units
Monthly General Consultation Meeting, Assessment, Training, Maintenance Support and related onsite requirements	7 hours	84 hours
Onsite/Offsite As-Needed Tasks, Repair or Technical Phone Support	8 hours	96 hours
Annual Projected Total		**180 hours**
Total 2-year Contract Total		**360 hours**
Annual Allotment & Total (180 hours @125/hr.)		$22,500
Proposed Total (2-year Projection)		$45,000

These are only estimates based on the current experience and understanding of the City's needs. The cost proposal includes estimated hours to complete various tasks listed, however no minimum hours will be billed to the City if no hours are used or requested by the City throughout the year. This proposal has no expiration date so as long as there are hours remaining on the contract, it can continue for several years limited only by the City's requirements.

Please contact me with any changes you wish to make regarding this proposal. Thank you for the opportunity, I look forward to assisting the City of Lawndale on support of the ongoing success of their Government Access Channel and TV Station Operations on an as-needed basis.

Sincerely,

Darren P. Doerschel
Systems Integration & Design Consultant
Doerschel & Associates, LLC
3435 Ocean Park Blvd Ste 107
Santa Monica California 90405
310-350-8399
Darren.Doerschel@DoerschelandAssociates.com

CITY OF LAWNDALE

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

November 6, 2923

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Mike Estes, Director of Community Services

SUBJECT: First Amendment to School Crossing Guard Services Agreement

BACKGROUND

At the August 7, 2023 City Council meeting, the City Council approved a two-year unexecuted agreement with All City Management Services, Inc. (ACMS) to support the Lawndale Elementary School District (LESD) school crossing guard program. The agreement was for the provision of crossing guard services at LESD schools within the geographical boundaries of Lawndale. ACMS has been the City's contractor for school crossing guard services since 1996.

STAFF REVIEW

City Presents Agreement to ACMS:
On July 17, 2023, the City presented ACMS with a two-year draft agreement for review. Subsequently, ACMS notified the City that the indemnification language was unfair and did not represent them fairly if there was a major accident involving the service. In addition, ACMS provided the City with indemnification language that, according to their legal team, was equally shared liability. However, the revised language provided by ACMS was rejected by the City.

Negotiations Continue:
As negotiations continued, ACMS made two suggestions: 1) entering into a one-year agreement; or 2) entering into a two-year agreement at which the City's indemnification language would be used in year one and ACMS' indemnification language would be used in year two of the agreement. Upon the City's review of this proposal, the City rejected this offer.

City Council Approves Unexecuted Agreement:
On August 7, 2023, the City Council approved a two-year unexecuted agreement. The purpose of this strategy was to lock in an agreement that could not be revised as the City ultimately desired a two-year agreement.

City and ACMS Reach an Agreement:
As the start of the 2023-24 academic school year was fast approaching, the City and ACMS continued to negotiate with the desire to ensure that school crossing guard services were in place once school started on August 24, 2024. ACMS agreed to sign the agreement based upon the City's assurance that revised indemnification language equally representing both entities would be included in a future amendment.

City and ACMS Agree on Indemnification Language:

ACMS' legal department requested a meeting with the City's legal department and subsequently both parties agreed to indemnification language which equally protects the City and ACMS if, unfortunately speaking, there were a major accident involving the contractual services being provided to the City by ACMS. Below is the final indemnification language agreed upon by the City and ACMS and included in the attached amendment for school crossing guard services. New language is underlined in Section 1 (ii), Indemnity for Other Than Design Professional Liability below:

1. Indemnification Section 5.2 of the Agreement (Indemnity for Other Than Design Professional Liability) is amended as follows:

(a) Indemnification.

(i) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(ii) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees) (each, a "Claim"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor. Notwithstanding the foregoing, in the event that a court or jury determines that liability with respect to any Claim was caused or contributed to by the negligent act, error, omission or willful misconduct of the City, or any of the City's Parties, the parties agree that liability will be apportioned between Contractor on the one hand and the City on the other hand with regard to such Claim based upon the parties' respective degrees of culpability, as determined by a separate arbitration which will be limited to the question of culpability, and Contractor's duty to indemnify the City pursuant to this Section 5.2(b) will be limited accordingly.

ACMS' Executed Agreement Received by the City:

On Monday, October 30, 2023, the City received a contractor-executed First Amendment to School Crossing Guard Services Agreement resolving the indemnification language issue for the next two years.

LEGAL REVIEW

The City Attorney has reviewed and approved the attached agreement and indemnification.

FISCAL IMPACT

There is no fiscal impact to the City, an agreement is in place for a term ending June 10, 2025.

RECOMMENDATION

Staff recommends that the City Council approve the attached contractor-executed First Amendment to School Crossing Guard Services between the City and All City Management Services, Inc. for a two-year term beginning August 24, 2023 through June 10, 2025.

Attachments:

1. First Amendment to School Crossing Guard Services
2. Contract Services Agreement for School Crossing Guard Services

Attachment 1

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 6th day of November, 2023, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and All City Management Services, Inc. a California corporation "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for School Crossing Guard Services" (the "Agreement") on or about August 7, 2023, and

WHEREAS, it is the desire of the City and the Contractor to amend the Agreement as set forth in this First Amendment.

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Indemnification Section 5.2 of the Agreement (Indemnity for Other Than Design Professional Liability) is amended as follows:

(a) Indemnification.

(i) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(ii) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees) (each, a "Claim"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor. Notwithstanding the foregoing, in the event that a court or jury determines that liability with respect to any Claim was caused or contributed to by the negligent act, error, omission or willful misconduct of the City, or any of the City's Parties, the parties agree that liability will be apportioned between Contractor on the one hand and the City on the other hand with regard to such Claim based

upon the parties' respective degrees of culpability, as determined by a separate arbitration which will be limited to the question of culpability, and Contractor's duty to indemnify the City pursuant to this Section 5.2(b) will be limited accordingly.

MISCELLANEOUS PROVISIONS

2. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

3. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.

4. Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

5. Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

CITY:

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke, Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
All City Management Services, Inc.
A California Corporation

By: _____
Baron Farwell
General Manager

By: _____
Demetra Farwell
Corporate Secretary

Address: 10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670

[END OF SIGNATURES]

Attachment 2

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

SCHOOL CROSSING GUARD SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 7th day of August, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and All City Management Services, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably

contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Three Hundred Two Thousand and Ninety Eight dollars ($302,098.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on August 24, 2023 and continue in full force and effect until completion of the services no later than June 12, 2025.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Baron Farwell, General Manager, is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $5,000,000.00 per occurrence for all covered losses and no less than $5,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance will not be required as Contractor is not performing professional services on behalf of the City.

(e) All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. If the Contractor's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Contractor.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services

provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization

from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any

waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such

electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
All City Management Services, Inc.,
a California corporation

By: _____
Name: Baron Farwell
Title: General Manager

By: _____
Name: Demetra Farwell
Title: Corporate Secretary
Address: 10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall manage the services to be provided pursuant to this Agreement in accordance with the provisions and parameters established herein:

1. Administration:
The Contractor shall provide the necessary management and personnel whose expertise will ensure the safe and efficient operation of the Crossing Guard Services provided hereunder.

2. Supervision:
Supervision of the day-to-day Crossing Guard Services will be vested in the Contractor. Baron Farwell, Contractor's General Manager, shall be available to the City by cell phone or in person during all hours in which the Crossing Guard Services are operational in the City. Contractor shall provide supervisory personnel to ensure that Crossing Guard activities are taking place at the required locations and times and in accordance with all terms of this Agreement. In addition, said supervisory personnel shall ensure that all of Contractor's employees are in place at the start of each shift. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work at the assigned time and location. Absent personnel shall be replaced immediately if there is an absence(s) at any of the crosswalk locations identified in Exhibit "D".

3. Absent/Tardy Personnel:
On any occasion that Contractor fails to supply a required Crossing Guard(s) to City for an entire shift, Contractor shall pay the City $100.00 per shift per absent guard. Additionally, if one or more Crossing Guard(s) is more than five (5) minutes late for any shift, Contractor shall pay City $50.00 per guard per location. If Crossing Guard(s) are tardy in excess of five (5) minutes, the following scale shall be used to determine the amount of time City is not billed for, in addition to the payment of the penalty described above:

Tardiness Table

Length of Tardiness	Time To Be Deducted From Invoice
6 to 15 Minutes	30 Minutes
16 to 30 Minutes	45 Minutes
31 or More Minutes	60 Minutes (Entire Shift)

4. Training and Safety:
Contractor shall provide personnel properly trained for the performance of all duties as Crossing Guards. In the performance of their duties, Contractor's employees shall conduct themselves in accordance with the requirements of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

All Crossing Guards shall wear apparel provided by Contractor which is readily visible and allows them to be easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing duties of a Crossing Guard and shall be worn at all times while performing said duties.

This apparel must be appropriate for weather conditions. Contractor shall also provide each Crossing Guard with a hand held "Stop" sign and a safety vest. Visible traffic signs, cones or delineators shall be provided by Contractor and used by Crossing Guard(s) when and where appropriate.

5. Appropriate Behavior:

Each Crossing Guard provided by the Contractor shall at all times meet the following standards:

1. Completion of all required trainings and requirements necessary to perform the duties of a Crossing Guard on or near school grounds.

2. Complete a successful "Live Scan" criminal background check prior to performing any services within this agreement;

3. Are courteous and sensitive to the needs of the students, parents or guardians of students and the general public; be alert, careful and competent in their assigned duties; and

4. Appear neat and clean, and at all times wear Contractor required uniforms and necessary safety gear when performing their duties as a Crossing Guard

Should the City determine that any employee of the Contractor is uncooperative, incompetent, a threat to the safety of persons or property, or not performing crossing guard services in a manner acceptable to the City and consistent with the standards set forth above, City shall give notice of same to Contractor and Contractor shall immediately remove said employee from the schedule for the City and said person may not return to perform any of the services provided to the City.

If Contractor removes any employee from a crossing location for any reason, the Contractor shall replace the employee immediately.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Clause 5.2 (a), Indemnity for Design Professional Liability, is null and void.

Clause 1.8, Environmental Laws, shall be modified as follows:

1.8 Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State and local governments.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall provide Crossing Guards to the City consistent with the following specifications and subject to the deductions in Exhibit "A":

Calculations for Year One of Two-Year Agreement for Fiscal Year 2023-24 Regular School Calendar (August 24, 2023 – June 11, 2024)*

Item	Cost Description	Figures
A1	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20
B1	Number of Hours Per Day (California Wage Law) for 8 Locations**	8
C1	Number of Regular School Days	180
D1	Not to Exceed Number of Contractual Hours	5,040
E1	Hourly Cost of Service	$28.92
F1	**Total Not to Exceed Cost**	**$145,756.80**

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school.
**=California Wage Law per Department of Industrial Relations.

Calculations for Year Two of Two-Year Agreement for Fiscal Year 2024-25 Regular School Calendar (August 22, 2024 – June 10, 2025)*

Item	Cost Description	Figures
A2	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20
B2	Number of Hours Per Day (California Wage Law) for 8 Locations**	8
C2	Number of Regular School Days	180
D2	Not to Exceed Number of Contractual Hours	5,040
E2	Hourly Cost of Service	$31.02
F2	**Total Not to Exceed Cost**	**$156,340.80**

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school.
**=California Wage Law per Department of Industrial Relations.

Totals for Two-Year Agreement (August 24, 2023 – June 10, 2025)*

Item	Cost Description	Figures
A3	Number of Hours Per Day at No More Than 8 Crosswalk Locations	20
B3	Number of Hours Per Day (California Wage Law) for 8 Locations**	8
C3	Number of Regular School Days	360
D3	Not to Exceed Number of Contractual Hours	10,080
E3	Average Hourly Cost of Service	$29.97
F3	**Total Not to Exceed Cost**	**$302,097.60**

*=City will only provide school crossing guard services during the academic school year. City will not provide school crossing guard services on holidays, during summer school, after school, winter and/or spring break periods, or other times students are not required to be at school.
**=California Wage Law per Department of Industrial Relations.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of the Agreement shall be twenty one (21) months and fifteen (15) days. Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at the locations designated below on all days in which designated schools are in session for regular school sessions as determined by the Lawndale Elementary School District at locations within the City of Lawndale's geographical boundaries only.

At no time will Crossing Guard Services be provided by the City outside of the City of Lawndale's geographical boundaries, or for summer school sessions, City-observed holidays, or winter and/or spring break sessions, or activities such as such after school or club programs. The Crossing Guard shift times shall be responsive to school bell schedules and student pedestrian patterns.

Morning Shift Schedule:
Each school day, each assigned Crossing Guard shall be at their designated location no later than forty-five (45) minutes prior to the first morning bell of each school served and no less than fifteen (15) minutes after the second morning bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

Afternoon Shift Schedule:
Each school day, each assigned Crossing Guard shall be at their designated location no later than fifteen (15) minutes prior to the first after school bell of each school served and no less than sixty (45) minutes after the second after school bell of each school served. Crossing guards shall be at their designated location for no less or no more than seventy-five (75) minutes.

Crossing Guard Services shall be performed consistent with the bell schedule of each individual school and determined by the Lawndale Elementary School District for regular school sessions during the term of this Agreement.

Designated Crosswalks:

Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at no more than eight (8) crosswalk locations as designated below.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE (CONT)

Table of Crosswalks Serviced:

Schools Served	Supervised Crosswalk Locations	Number of Crosswalks Supervised	Crosswalk Directions
Anderson Elementary and Rogers Middle	W. 154th Street and Prairie Avenue	2	(East/West) (North/South)
Anderson Elementary and Rogers Middle	Marine Avenue and Osage Avenue	1	(North/South)
Anderson Elementary and Rogers Middle	W. 154th Street and Osage Avenue	1	(North/South)
Anderson Elementary and Rogers Middle	Manhattan Beach Blvd. and Freeman Avenue	2	(East/West) (North/South)
Green Elementary	W. 169th Street and Hawthorne Boulevard	1	(East/West)
Smith Elementary	W. 147th Street and Hawthorne Boulevard	1	(East/West)
Addams Middle	Marine Avenue and Firmona Avenue	2	(East/West) (North/South)
Addams Middle	Manhattan Beach Blvd. and Firmona Avenue	2	(East/West) (North/South)
Totals	**8**	**12**	**N/A**

Back to Agenda

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556
www.lawndalecity.org

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lea Reis, Director of Public Works
Grace Huizar, Senior Management Analyst

SUBJECT: Update Regarding Republic Services Service Performance

BACKGROUND

Republic Services has been the citywide solid waste and recycling collection services franchisee since 2011, and the term for the current agreement is from January 1, 2020 through January 31, 2026. The franchise agreement requires Republic Services to provide quality customer service and efficient collection services to the residents and businesses of the City of Lawndale.

STAFF REVIEW

For the past ten months, Republic services have demonstrated the inability to perform efficient residential and business collection services. There have been countless missed collections by the blocks, routes, and waste streams. These misses are due to equipment failure, staff shortages, and what seems to be an overall systemic lack of internal company communication. The collection employees leave the residential carts scattered and block driveways and vehicles.

Furthermore, Republic Services operates collection vehicles in the City that are over 10 years of age. The City has requested a plan of correction, to no avail. Meetings have been held with Republic Services management team to address these issues and the City is assured of immediate actions to correct these service failures, to no avail. At this meeting, Republic Services staff will be present to address these concerns in person.

LEGAL REVIEW

N/A

FUNDING

N/A

RECOMMENDATION

Receive and file.

CITY OF LAWNDALE

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

DATE: November 6, 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

SUBJECT: **Notice of Completion – Public Works and Los Angeles Sheriff Department Facility Improvement Project**

BACKGROUND

On May 1, 2023, the City Council awarded a construction contract to G2K Construction, Inc. in the amount of $208,615.00 and authorized an additional $31,292.25 for construction related contingencies, totaling $239,907.25 for the Public Works and Los Angeles Sheriff Department Facility Improvement Project. Construction began on June 20, 2023, and was completed on October 9, 2023.

The scope of work included the installation of new automatic gates, fencing, vehicle loop detectors, access keypads, block wall repair, and painting of the exterior of the Sheriff's facility.

STAFF REVIEW

The Public Works and Los Angeles Sheriff Department Facility Improvement Project has been completed in conformance with the project plans and specifications. The construction management and inspection services were performed by in-house staff. Staff recommends that City Council accept the work performed by G2K Construction, Inc. as complete, and authorize 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 2022-23 Capital Improvement Program and was funded by American Rescue Plan Act (ARPA) Grant fund for the total amount of $239,907.25. The project financials and accounting are summarized below:

	Original Amount	**Final**
Construction Cost	$208,615.00	$208,615.00
Construction Contingency	$31,292.25	$15,453.66
Total Amount	$239,907.25	$224,068.66

The total project cost of Construction is $224,068.66. The project cost savings are $15,838.59.

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

American Rescue Plan Act Funds	$239,907.25
Total Project Available Funding	**$239,907.25**

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the project completion by G2K Construction, Inc., for the Public Works and Los Angeles Sheriff Department Facility Improvement Project.
2. Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Public Works and Los Angeles Sheriff Department Facility Improvement Project.
3. Authorize staff to release 5% retention in the amount of $11,203.43 to G2K for the Public Works and Los Angeles Sheriff Department Facility Improvement Project.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556
www.lawndalecity.org

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lea Reis, Director of Public Works / City Engineer

SUBJECT: Authorize a new Right-of-Way Use Agreement with Addendum for City-Owned Conduit Use for Crown Castle Fiber LLC.

BACKGROUND

On October 1, 2018, the City and Sunesys LLC (Sunesys) entered into a Right-of-Way Use Agreement (RUA). The RUA gave Sunesys permission to "encroach over, under, and along the public rights-of-way" of a defined project area described in Exhibit A of the RUA for the construction of certain communication lines and cables. For any project beyond what is described in the RUA and on Exhibit A, Sunesys would have had to apply for an encroachment permit. Any antenna or vertical installation subject to the City's Wireless Telecommunications Ordinance would be separately processed through the city's applicable regulations. Sunesys would have had to pay all applicable permit, inspection, and related costs to the City.

As of January 1, 2019, Crown Castle became responsible for all obligations of Sunesys, as a result of an internal consolidation of various legal entities via a merger. As a result, the RUA was amended to expand the agreement such that it would explicitly govern Crown Castle installations for the project in the right of way. The RUA was then expanded to include its installations. This agreement expired on September 30, 2023. A new RUA was negotiated with new fees and terms.

STAFF REVIEW

The 2018 RUA had a 5-year term such that it was in place through September 30, 2023. It has now expired, and a new contract has been negotiated with Crown Castle with new terms and fees.

Staff recommends that City Council approve the new RUA to allow Crown Castle to continue using the City's Fiber and Conduit system as shown in Exhibit A of the agreement. See table below for revised term and fees.

Renewal	Term	Rate
	November 1, 2023-October 31, 2028	$5.00
1st renewal	November 1, 2028-October 31, 2033	$5.50
2nd renewal	November 1, 2033-October 31, 2038	$6.00

LEGAL REVIEW

The City Attorney reviewed and approved the Right-of-Way Use Agreement and Addendum as to form.

FUNDING

The Conduit Occupancy License Fee was increased from $3.50/LF to $5.00/LF over the next five (5) years with an increase to $5.50 for the first renewal of five (5) years, and $6.00/LF for the second renewal of five (5) years thereafter. The City will not incur any expenditure, and therefore, there is no negative impact to the City's annual budget.

RECOMMENDATION

Staff recommends that the City Council:

Approve the execution of the new Right-of-Way Use Agreement with Crown Castle Fiber LLC. Accept the Conduit Occupancy License Fee of $5.00/LF/YR over the next five (5) years, with an increase to $5.50/LF/YR for the first five (5) year renewal, and another increase to $6.00/LF/YR for the second five (5) year renewal, for a total Conduit Occupancy License Fee of $297,000 over 15 years.

Attachments: Right-of-Way Use Agreement and Addendum

RIGHT-OF-WAY USE AGREEMENT
WITH ADDENDUM FOR CITY-OWNED CONDUIT USE

THIS RIGHT-OF-WAY USE AGREEMENT WITH ADDENDUM FOR CITY-OWNED CONDUIT USE ("Agreement") is entered into this _____day of _____ 2023 (the "Effective Date") by and between the **City of Lawndale,** a California municipal corporation ("City") and **CROWN CASTLE FIBER LLC**, a New York limited liability company ("Company"). For the purposes of this Agreement, City and Company may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

A. Company wishes to install and thereafter maintain certain communication lines and cables, using a City-owned fiber and conduit system, in, on or over portions of the public rights-of- way in the City, located generally in the area spanning from W. 154th Street to 165th Street, totaling 3,504 feet in length, as more particularly shown in Exhibit A attached and incorporated by this reference (the "Project" and "Project Area"). The Project shall be run through City-owned conduit, with all Company's use of City-owned conduit to be subject to that Addendum attached hereto at Exhibit B.

B. The Project will require the Company's occupation of the public rights-of-way and will be completed pursuant to Company's Certificate of Public Convenience and Necessity ("CPCN") issued by the California Public Utilities Commission ("CPUC"), D 06-06-047 issued on June 29, 2006.

C. The City and Company now enter into the present Agreement to install and maintain the Project to provide underground fiber optic, conduit, cable and communication line services, which terms shall govern the initial Project as well as Company' subsequent occupation and use of the rights-of-way in the City, excepting any antenna or verticality installations subject to the City's Wireless Telecommunications Ordinance.

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this agreement, the parties agree as follows:

1. **Scope of Project and Use.**

City gives permission to Company to encroach over, under and along the public rights-of- way of the Project Area for the purpose of the construction of certain communication lines and cables in certain public rights-of-way, which initial Project is more specifically described on the map attached as Exhibit A. The Project that is described in Exhibit A may be amended and/or augmented by Company pursuant to the terms of Company's CPCN, and Company shall apply for the appropriate encroachment permit with the City in each case. In addition, Company agrees that any antenna or verticality installations subject to the City's Wireless Telecommunications Ordinance will be separately processed through the City's regulations for wireless facility installations in the public right-of-way. All work will be constructed and maintained at the sole cost and expense of Company.

Company represents that its CPCN authorizes construction activities in relation to the Project and that the Project will be used solely for the purposes authorized in its CPCN as a "Telephone Corporation" within the meaning of its CPCN and the California Public Utilities Code. If Company

uses the Project for purposes other than the services that are sanctioned by the CPCN, the City reserves the right to charge Company full, fair and reasonable compensation for the use of the City's rights-of-way and to impose other lawful requirements.

By entering into this Agreement, neither the City nor Company waive any rights reserved to either pursuant to Public Utilities Code Sections 7901 and 7901.1, or otherwise. In addition, neither party waives any rights reserved under the Telecommunications Act of 1996 including, but not limited to, those rights set forth in Section 253 of the Act.

In addition to the terms of this Agreement, and in recognition of the fact that the Project will run through City-owned conduit, Company shall also pay a license fee to the City pursuant to that Addendum attached hereto at Exhibit B. The Addendum shall be executed concurrently with this Agreement.

2. **Term and Termination.**

The term of this Agreement (the "Term") is five (5) years, commencing on the date both Company and City have executed this Agreement ("Commencement Date"). This Agreement shall automatically renew for up to two (2) additional terms of five (5) years each (each a "Renewal Term", together with the Initial Term, the "Term") upon the terms and conditions set forth herein, unless Company gives written notice to City of its intent not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or then-current Renewal Term.

3. **Permit Fees.**

Company shall pay any and all published permit, inspection, and related cost-recovery fees of the City consistent with Cal. Gov't Code§ 50030.

4. **Assignment/Subletting.**

This Agreement may not be assigned by Company without the express written consent of City, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Company to a parent, subsidiary, or other affiliate of Company, or to any successor-in-interest or entity acquiring fifty- one percent (51%) or more of Company's stock or assets (collectively "Exempted Transfers") will be deemed an assignment for the purposes of this Agreement and will require the City's consent. Moreover, with respect to any requested assignment, Company must reasonably demonstrate to the City compliance with the following criteria: (i) the proposed transferee will have a financial strength after the proposed transfer at least equal to that of Company immediately prior to the transfer; (ii) the proposed transferee assumes all of Company's obligations under this Agreement; and (iii) the experience and technical qualifications of the proposed transferee in providing telecommunications or similar services evidences the ability to operate the telecommunications network described in Exhibit A. Upon such demonstration, City shall not unreasonably withhold, condition or delay consent to the transfer.

5. **Notices.**

All notices must be in writing and are effective only when deposited in the U.S. Mail, certified and postage prepaid, or when sent via overnight delivery as follows:

If to Company:	If to City:
Crown Castle Fiber LLC 2000 Corporate Drive Canonsburg, PA 15317 Attn: Teddy Adams, General Counsel With a copy to: Crown Castle Fiber LLC c/o Crown Castle 2000 Corporate Drive Canonsburg, PA Attn: SCN Contracts Management Ph: 724-416-2000	City of Lawndale ATTN: Community Development Director 14717 Burin Avenue Lawndale, CA 90260

6. **Improvements.**

All work and entry upon, over, under or along the public rights-of-way must be done under the supervision of Company and its contractors in a good and skillful manner and must comply with all standards imposed by the City from time to time. Any improvements installed above-ground within the City by Company must be covered in anti-graffiti surfaces, must be specifically identified on Exhibit A and shall be of a design approved by City staff. Should any of Company's facilities be painted with graffiti, Company shall have five days from its receipt of notification of the graffiti by the City to remove the graffiti. Should such graffiti not be removed within said five days, the City may cause the graffiti to be removed and shall submit an itemized statement of the actual and reasonable costs to Company. Upon receipt of a demand for payment by City, Company must reimburse City for those costs within thirty days of receipt of the invoice.

Any and all damage to other facilities or the rights-of-way resulting from the activities of Company must be promptly repaired by Company, at its sole cost and expense, to return such facilities or rights-of-way to a safe and satisfactory condition as directed by, and to the reasonable satisfaction of, the City's Director of Public Works. If Company does not make such repairs, City has the option, upon thirty (30) days' prior written notice to Company, to perform or cause to be performed all reasonable and necessary work on behalf of Company. City may charge Company for the costs incurred by City. Upon receipt of a demand for payment by City, Company must promptly reimburse City for those costs.

Any excavation on the public rights-of-way by Company must be monitored by Company for any lateral movement or other forms of trench failure.

In addition, Company must notify all owners of real property located within thirty (30) feet of any installation and maintenance work performed by Company at least seven (7) business days prior to the commencement of such work. In order to accomplish this, the City and Company will agree to use an appropriate "door hangar" for notification, which shall include contact information for a Company representative for any questions that may arise, consistent with utility installation and construction practices.

7. **Compliance with Laws.**

7.1 Company agrees that all of its installations shall at all times remain in compliance with all local, state, and federal laws regarding public safety as well as all applicable City requirements.

7.2 City and Company agree that, pursuant to federal statutes, including 47 U.S.C. § 253, and to the extent that Company is authorized by the CPUC, City will not prohibit Company from providing interstate and intrastate expanded telecommunications services, but may manage the public rights-of-way and impose neutral and non-discriminatory requirements to the degree permitted under state and federal law; and as necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers, and may, to the extent permitted by applicable state law (including California Public Utilities Code § 7901), require fair and reasonable, neutral and non-discriminatory compensation from Company for use of equipment affixed to the public rights-of-way, if any, on a non-discriminatory basis. Nothing in this Agreement shall constitute a waiver by Company or City of any state or federal regulation governing the provisioning of telecommunications services.

8. **Interference.**

8.1 Interference Generally. Company will resolve technical interference problems with other equipment located at or near the Project on the Commencement Date, as well as any interference problems arising from any equipment that becomes attached to the Project at any future date if the City approves the addition of equipment to the Project.

Moreover, in the performance and exercise of its rights and obligations under this Agreement, Company must not interfere in any manner with the existence and operation of any public or private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television and telecommunications facilities, utilities, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as authorized by applicable laws or this Agreement.

8.2 Ground-Mounted Equipment. Company does not currently intend to install any ground-mounted facilities or equipment cabinets. Nonetheless, Company understands that any installation of ground-mounted facilities and equipment cabinets shall be subject to the planning and design review imposed by the City on all other users of the public rights-of-way. Company agrees to comply with the City's current ordinances regarding such installations as well as any future regulations that may be adopted by the City respecting such installation that are consistent with the City's rights under Section 7901.1 of the California Public Utility Code and other applicable laws that are applied in a non-discriminatory fashion to other telecommunications companies regulated and issued a CPCN by the CPUC.

9. **Utilities and Maintenance.**

9.1 Utilities.

Company shall pay for all utilities used (and connections to utilities) in connection with the installation, operation and maintenance of the Project. Company agrees to take utility access from the nearest possible connection, to minimize damage to the public rights-of-way. Throughout the life of

this Agreement, Company agrees to maintain the facilities that it installs in good operational condition.

9.2 **Maintenance.**

In the performance and exercise of its rights and obligations under this Agreement, Company, at its sole cost and expense, shall maintain any real property utilized by Company to access the Project's facilities in a safe and satisfactory condition as directed by, and to the satisfaction of, the City, including but not limited to removal of any debris generated by Company and replacement of any plants or landscaping damaged or destroyed by Company. In the event that any of Company's facilities cause damage to the City's rights-of-way or interfere with the performance of any of the City's public duties or other uses of the rights-of-way, Company agrees, upon notice from the City, to promptly commence and complete all necessary repairs to cure any such damage caused by such facilities, at Company's sole cost and expense. If Company fails to repair the damage after receiving notice from the City or if an emergency necessitates immediate repair of the damage, City may, in its sole discretion, perform the repair work itself, in which case Company shall reimburse City for the actual and reasonable costs of the repair work within 30 days after receiving a statement detailing such costs.

10. **Default.**

If either party is in default under this Agreement for a period of: (a) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money; or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may terminate this Agreement, and may pursue any remedies available to it against the defaulting party under applicable law. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds diligently to fully cure the default.

11. **Taxes.**

Company shall be solely responsible for payment of all personal property taxes, use taxes, and possessory interest taxes assessed upon and arising from its use and operation of the Project facilities installed by Company at the Project Area.

12. **Insurance and Indemnification.**

12.1 **Insurance Coverages.**

The Company shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance, which the general liability and automotive liability policies shall include all elected and appointed officers, employees and agent of the City as additional insureds as their interests may appear.

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of commercial general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an

amount not less than $2,000,000.00 per occurrence, or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit, which limits may be met by a combination of primary and excess or umbrella insurance.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Company against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Company in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of commercial automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Company's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Company's services or the termination of this Agreement. During this additional 5-year period, Company shall annually and upon request of the City submit written evidence of this continuous coverage.

Subcontractors. In the event that the Company is authorized to subcontract, Company shall furnish separate certificates for each subcontractor with coverages commensurate to the scope of work they are performing.

12.2 General Insurance Requirements.

The general liability and automotive liability policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Company's insurance. All of the above policies of insurance shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide thirty (30) days prior written notice of cancellation by mail the City with ten (10) days' notice for non-payment of premium. In the event any of said policies of insurance are cancelled, the Company shall, prior to the cancellation date, submit new evidence of insurance in conformance to the City.

No work or services under this Agreement shall commence until the Company has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City, which reasonable approval may not be withheld or delayed. City reserves the right to inspect complete copies of and endorsements for all required insurance policies at any time at a mutually agreeable location and receive certified copies of said insurance policies in the event a claim is filed and denied by the insurer. Any failure of the Company to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement). City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Company performs; products and completed operations of Company; premises owned, occupied or used by Company; or any automobiles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers. The Company agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Company may be held responsible for the payment of damages to any persons or property resulting from the Company's activities or the activities of any person or persons for which the Company is otherwise responsible nor shall it limit the Company's indemnification liabilities as provided herein.

In the event the Company subcontracts any portion of the work contemplated by this Agreement, the contract between the Company and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Company is required to maintain, excluding professional liability, which shall only be required if such subcontractor is providing professional services, and such certificates shall be provided to City.

12.3 Indemnification.

To the fullest extent permitted by law, Company agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Company, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Company is legally liable ("indemnitors"), or arising from Company's or indemnitors' reckless or willful misconduct, or arising from Company's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Company will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and reasonable attorneys' fees incurred in connection therewith;

(b) Company will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Company hereunder; and Company agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Company for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Company hereunder; Company agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and reasonable attorneys' fees.

(d) Company shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Company shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Company in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. and to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of

the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Company and shall survive termination of this Agreement.

12.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. In the event the risk manager determines that the work or services to be performed under this Agreement create an increased or decreased risk of loss to the City, the Company agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

13. **Relocation and Rearrangement Obligation.**

13.1 Relocations at Company's Expense. Whenever, during the term of this Agreement or any Renewal Term, the City changes the grade, width or location of any street or improves any street in any manner, including the laying of any sewer, storm drain, conduit, gas, water, electric or other utility system, or other pipes owned or operated by the City or any other City-controlled public agency or City-controlled public utility, or constructs any pedestrian tunnels, or moves existing utilities where Company's facilities are located to an underground location, or other work of the City and such work will, in the sole opinion of the City, render necessary any change in the position or location of any facilities of Company in or into the street, Company will, at its sole cost and expense, do any and all things necessary to effect such change in position or location, in conformity with the written notice of the City to Company ("Removal Order").

If, within 120 days after its receipt of such Removal Order, Company fails or refuses to relocate its facilities located in, on, upon, along, under, over, across or above any highway or to pave, surface, grade, repave, resurface or regrade as required, pursuant to any provision of the Agreement, the City or other public entity may cause the work to be done and will keep an itemized account of the entire cost thereof, and Company will hold harmless the City, its officers and employees from any liability which may arise or be claimed to arise from the moving, cutting, or alteration of any of Company's facilities, or the turning on or off of water, oil, or other liquid, gas, or electricity. In addition, Company agrees to, and shall, reimburse the City or other City-controlled public entity for such cost within thirty days after presentation to Company of an itemized account of such costs. Additionally, nothing contained herein should be construed as a waiver to any rights that Company may have to collect funds, if available, under various "Rule 20" undergrounding project rules.

13.2 Company's Failure to Remove and Relocate. In the event that Company fails to remove and relocate the facilities identified in the Removal Order within the applicable time period established above, then such facilities will automatically be deemed abandoned and may be removed or caused to be removed by the City or any third party without liability to Company for any damages or costs of any.

13.3 Expense of Others. When rearrangement of the Project's facilities is done for the accommodation of any party not identified herein, the cost of such rearrangement may be borne by the accommodated party. It shall be Company's sole responsibility to arrange for said accommodated party, in advance of such rearrangement, to: (a) deposit with Company either cash or a corporate surety bond in an amount, as in the reasonable discretion of Company will be required to pay the costs of such rearrangement; and (b) to execute an instrument agreeing to indemnify and hold harmless Company from any and all damages or claims caused by such rearrangement.

13.4 Rearrangement of the Facilities of Others. Nothing contained in this Agreement will be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation; or to require the City or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of Company.

13.5 Notice of Relocation. To the extent feasible and to the extent that City is involved in any relocation or rearrangement, City will endeavor to provide Company with at least 120 days' written notice of any relocation or rearrangement of facilities which Company is required to make hereunder. Such notice will specify in reasonable detail the work to be done by Company and will specify the time that such work is to be accomplished. In the event that the City changes the provisions of any such notice given to Company, Company will be given additional time to accomplish such work. In case Company fails to commence such work in compliance with said written notice within thirty days after service of same upon Company (unless Company will be unable to comply with such notice by reason of strikes, riots, acts of God, or act of public enemies), the City's Public Works Director may cause the work required in said notice to be done by the City or at the election of the City, by a private contractor at Company's sole cost and expense, pursuant to the provisions of this Paragraph 13.

If Company has attached or connected its Project facilities to the facilities of other utilities or parties located in the City's rights-of-way such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, then Company will be bound to relocate or remove its Facilities at the same time and in the same manner as such other utilities or parties at Company's sole cost and expense.

14. License Fees.

Company shall be solely responsible for the payment of fees, as provided for in the "Addendum for the Use of City-Owned Conduit" attached hereto and incorporated herein as Exhibit B, for Company's use of the City-owned fiber and conduit system to house and support Company's communication lines and cables which are installed pursuant to this Agreement. Said fees are not, and shall not be construed as, fees for Company's use of the right(s)-of-way, or any portion of the right(s)-of-way, of the City.

15. Miscellaneous.

15.1 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of California, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial

of such action shall be vested exclusively in the courts of Los Angeles County or in the relevant United States District Court.

15.2 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

15.3 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

15.4 Severability. In the event that part of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties.

15.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

15.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may only be amended at any time by the mutual consent of the parties by an instrument in writing.

16. Emergency and General Contact Information for Company. The emergency contact number to reach Company 24 hours a day, seven days a week is (888)-632-0931. Should this number be disabled or revised for any reason, Company shall give the City immediate notice of an alternate emergency contact number. In addition, Company may be reached during business hours as follows:

Corporate Contact:	*California Office:*
Crown Castle Fiber LLC 2000 Corporate Drive Canonsburg, PA 15317 Attn: SCN Contracts Management	Network Operation Center Ph: (888)-632-0931 E-Mail: SCN.NOC@CrownCastle.com

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

"CITY": CITY OF LAWNDALE

Mayor: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk: _____

_____

City Attorney:

"COMPANY":

CASTLE FIBER LLC

Date: _____

By: _____

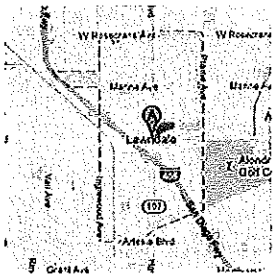
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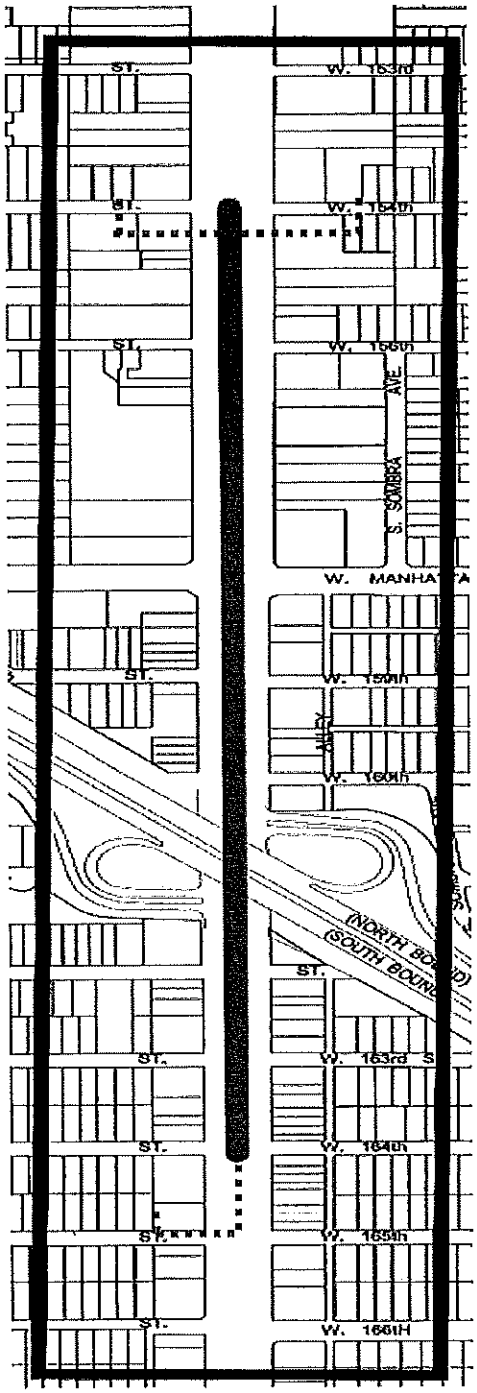
Title: _____

EXHIBIT A

MAP OF THE PROJECT

Lawndale Proposed Conduit





Legend

Lawndale proposed conduit
3504 FT

N

EXHIBIT B

CONDUIT LICENSE ADDENDUM

ADDENDUM FOR THE USE OF CITY-OWNED CONDUIT

THIS ADDENDUM FOR THE USE OF CITY-OWNED CONDUIT (the "Addendum") made and effective as of this day of_____, by and between the City of Lawndale, a municipal corporation ("City") and **CROWN CASTLE FIBER LLC**, with offices at _____("Company") (collectively the "Parties.").

RECITALS

a. The City and Company have entered into a Right-of-Way Use Agreement pertaining to Company's use and occupation of portions of the public right-of-way in the City for installation and subsequent maintenance of certain communication lines and cables in, on or over said portions of the public right-of-way (the "Right-of-Way Use Agreement").

b. The City is the owner of a Fiber and Conduit System as described in Exhibit A, attached hereto and incorporated herein by reference.

c. Company seeks to use the City-owned Fiber and Conduit System to house and support the communication lines and cables that Company will cause to occupy the public right- of-way in the City pursuant to the Right-of-Way Use Agreement.

d. The Parties wish to enter into an agreement to provide Company with a license to use the City's Fiber and Conduit System to house and/or support said communication lines and cables, and such is the purpose of this Addendum.

e. All the terms and conditions of the Right-of-Way Use Agreement are in full force and effect except as specifically otherwise provided herein, and where this Addendum is silent on an issue addressed by the Right-of-Way Use Agreement, the Right-of-Way Use Agreement shall apply.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree to supplement and/or amend the Right-of-Way Use Agreement as follows:

ARTICLE I-DEFINITIONS

For the purpose of this Addendum, the following terms when used herein shall have the following meanings.

1.1. "City Facilities" means all facilities, including but not limited to fiber optic cables, equipment and all associated hardware, owned, controlled and/or utilized by the City.

1.2. "Conduit" means a structure for supporting Fiber or other cables, usually underground, which may contain, among other things, one or more Innerducts.

1.3. "Dark Fiber" means unlit optical fiber cable strands where Company is responsible for

providing and attaching the telecommunications equipment and lasers to transmit the light to carry data via the fiber.

1.4. "Fiber" means optical fiber cable strands used to transmit light to carry data.

1.5. "Fiber and Fiber and Conduit System" means any combination of Fiber, Innerducts, Conduits, Manholes, Vaults, Handholes, Junction Boxes and Pedestals joined to form an integrated system, which is owned, in whole or in part, by the City.

1.6. "Handhole" means a buried box with a lid that is even with the surface of the ground used to store, terminate, splice or transfer fiber optic cable.

1.7. "Innerduct" means a single enclosed raceway/channel within a single Conduit in which the fiber optic cable will be placed.

1.8. "Junction Box" means a box where cable splices and connections are made and accessed.

1.9. "Manhole" means a subsurface enclosure which qualified personnel may enter and use for the purpose of installing, operating and maintaining facilities.

1.10. "Pedestal" means an above ground structure used to store, terminate, splice or transfer fiber optic cable.

1.11. "Company Facilities" means all facilities, including but not limited to fiber optic cables, equipment and all associated hardware, owned and/or utilized by Company that occupy and use the identified portion of the Fiber and Conduit System.

1.12. "Vault" means an underground structure used to store, terminate, splice or transfer fiber optic cable.

ARTICLE II-SCOPE OF ADDENDUM

2.1. This Addendum shall become effective upon its execution and for the term of the Right-of-Way Use Agreement, and shall be automatically terminated if and when the Right-of-Way Use Agreement is terminated.

2.2. Subject to the provisions of this Addendum, the City agrees to issue to Company, for the purposes limited to those described herein, a revocable and nonexclusive license authorizing the placement of Company's Facilities in a portion of the City's Fiber and Conduit System as identified and specified in Exhibit A.

2.3. No use of the City's Fiber and Conduit System or payment of any fees or charges required under this Addendum shall create or vest in Company any ownership or property rights of any nature in the Fiber and Conduit System.

2.4. The Parties agree that this Addendum shall not be construed as limiting or interfering with the City's right to manage, control, construct, locate, maintain and/or use: its Fiber and Conduit System; City Facilities; the public right-of-way; and/or any public or private property in which the Fiber and Conduit System or the City's Facilities are located.

2.5. The Parties intend that nothing contained in this Addendum should act as a limitation, restriction, or prohibition against the City with respect to any agreement which the City has heretofore entered into, or may in the future enter into with others regarding the Fiber

and Conduit System, including the identified portion of the Fiber and Conduit System covered by this Addendum. Company acknowledges that such an agreement with a third party may make rearrangement of Company's Facilities necessary. Company agrees that in such event, Company will cooperate in good faith with such rearrangement work; provided however, that the City shall give Company sixty (60) days written notification of such intent to rearrange Company's Facilities.

2.6. If the City determines that it is necessary to relocate, modify or alter the Dark Fiber and/or the Fiber and Conduit System, the City shall provide Company sixty (60) days written notification prior to making the proposed relocation, modification or alteration in order to provide Company a reasonable opportunity to rearrange, relocate or modify the existing Company Facilities. Company shall have no responsibility for costs and expenses relating to the relocation, modification or alteration of the Fiber and Conduit System for the purpose of meeting the City's needs or the needs of any other joint user. In all cases, Company shall bear the costs incurred in any rearrangement, relocation, modification or alteration of the Company Facilities. The notification requirement of this section shall not apply to emergency situations.

2.7. In the event of an emergency, as soon as practicable thereafter and not later than seventy-two (72) hours after having taken such action, the City will advise Company in writing of the emergency work performed or the action taken with respect to any emergency modification or alteration of Company's Facilities.

ARTICLE III-FEES AND CHARGES

3.1. Company shall pay the City an annual Conduit Occupancy License Fee in the amount of five dollars ($5.00) per linear foot for the use and occupancy of the identified portion of the City's Fiber and Conduit System, as set forth in Exhibit A. Company shall pay the City an annual Conduit Occupancy License Fee in the amount of $5.50 per linear foot for the use and occupancy of the identified portion of the City's Fiber and Conduit System as set forth in Exhibit A for the first (1st) five (5) year term renewal. Company shall pay the City an annual Conduit Occupancy License Fee in the amount of $6.00 per linear foot for the use and occupancy of the identified portion of the City's Fiber and Conduit System as set forth in Exhibit A for the second (2nd) five (5) year term renewal. The Conduit Occupancy License Fee shall be payable each year during the term of this Addendum. The first installment of the Conduit Occupancy License Fee shall be tendered to the City prior to commencement of the installation of the Company Facilities. Thereafter, each year that this Addendum remains in effect, Company shall tender the applicable Conduit Occupancy License Fee to the City no later than June 30.

Renewal	Term	Rate
	November 1, 2023-October 31, 2028	$5.00/LF
1st renewal	November 1, 2028-October 31, 2033	$5.50/LF
2nd renewal	November 1, 2033-October 31, 2038	$6.00/LF

3.2. The Conduit Occupancy License Fee imposed pursuant to Section 3.1 is not, and shall not be construed as, a fee for Company's use of the right(s)-of-way, or any portion of the right(s)-of-way, of the City. Nothing in this Addendum shall be interpreted in a manner

that derogates Company's rights to move its facilities to aerial utility facilities and make attachments to utility poles pursuant to the Pole Attachment Act, 47 USC §224, and to otherwise occupy the rights-of-way pursuant to 47 USC §253 and in any manner not inconsistent with Company's statewide franchise under California Public Utilities Code §7901.

3.3. Wherever this Addendum provides for Company to pay for work done by the City, the charge for such work shall include all actual and reasonable material, labor, engineering and administrative costs and applicable overhead. The City's standard billing rates for having personnel on site shall also apply.

3.4. Whenever Company is obligated by any terms of this Addendum to reimburse the City for costs, such costs will be determined by the City using the City's cost accounting

systems used for recording capital and expense activities.

3.5. If Company fails to pay any amounts due under this Section within 30 days from the specified due date, Company must pay, in addition to the unpaid fees, a sum of money equal to one percent (1%) of the amount due for each month or fraction thereof during which the payment is due and unpaid.

ARTICLE IV-PRACTICES

4.1. The location of Company's Facilities in the Fiber and Conduit System will be made on mutual agreement of Company and the City. Company's Facilities shall be installed and maintained in accordance with the requirements and specifications of the then-current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the California State Electric Code and any relevant provisions from the California Public Utilities Commission, each of which are incorporated by reference in this Addendum, and the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA) and in compliance with any lawful rules or orders now in effect or that may hereafter be issued by the City or other authority having jurisdiction.

4.2. If Company's Facilities, or any part thereof, are not maintained in accordance with conditions provided by this Addendum, and Company has not corrected the violation within thirty (30) days from receipt of written notice thereof from the City, the City may at its own option correct said conditions at Company's expense. The City will notify Company in writing prior to performing such work whenever practicable. When the City reasonably believes, however, that such conditions pose an immediate threat to the safety of the City's employees or the public, interfere with the performance of the City's service obligations, or pose an immediate threat to the physical integrity of the City's Facilities, the City may perform such work and/or take such action at Company's expense that it deems necessary without first giving written notice to Company and the City shall be indemnified by Company for such work in accordance with Article VIII, Section 8.3 of this Addendum. As soon as practicable thereafter and not later than seventy-two (72) hours after having taken such action: the City will advise Company in writing of the work performed or the action taken and make all reasonable efforts to arrange for recommendation of Company's Facilities so affected. Company shall be responsible for paying the City for all actual and reasonable costs incurred by the City in taking action under this subsection.

4.3. Company's Facilities placed in or connected to the City's Fiber and Conduit System must meet all of the following physical design specifications:

a. Construction splices in Company's cables shall be located in Manholes, Vaults, Handholes, Junction Boxes or Pedestals.

b. Company shall install ownership identification tags on all Company Fiber where such Fiber is present in any Manhole, Vault, Handhole, Junction Box or Pedestal.

c. The diameter of any Company Fiber and the number of Company's Fiber cables to be placed in the City's Fiber and Conduit System shall not exceed 1 1/4"

Innerduct, which shall be installed at Company's cost and for which Company will have ongoing access for repair and maintenance.

d. Where Company constructs Conduit which is to be connected to any of the City's Manholes, Vaults, Junction Boxes or Pedestals, such Conduit shall be sealed against the entry of gases or liquids at the opening to the Manhole, Vaults or Junction Boxes, and where Company's Conduit enters any building, it shall also be sealed where it enters the building.

ARTICLE V-REMOVAL OF FACILITIES

5.1. Company shall remove its Facilities within sixty (60) days after termination of the Right-of-Way Use Agreement. If Company fails to remove its Facilities within such thirty (30) day period, the City shall have the immediate right to remove Company's Facilities at Company's expense in accordance with Article III of this Addendum. Company shall indemnify the City for such work in accordance with Article VIII of this Addendum.

ARTICLE VI-INSPECTION OF COMPANY'S FACILITIES

6.1. The City reserves the right to make periodic inspections at any time of any part of Company's Facilities occupying the Fiber and Conduit System for the limited purpose of determining whether Company's Facilities are in compliance with the terms of this Addendum, provided that such inspections must be non-invasive and non-disruptive.

6.2. The City will give Company reasonable advance written notice of such inspections, and Company shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Company.

6.3. Such inspections shall be conducted at the City's expense unless the City reasonably determines that Company's Facilities occupying the Fiber and Conduit System are in not compliance with the terms of this Addendum. In such instance, Company shall be responsible for paying the City for all actual and reasonable costs incurred by the City in making the inspection and Company shall indemnify the City for such work in accordance with Article VIII of this Addendum.

6.4. Company agrees that the making of periodic inspections or the failure to do so shall not operate to impose upon the City any liability of any kind whatsoever or relieve Company of any responsibility, obligations or liability whether assumed under this Addendum or otherwise existing.

ARTICLE VII-UNAUTHORIZED OCCUPANCY

7.1. If any of Company's Facilities are found occupying any portion of any of the Fiber and Conduit System other than as set forth in Exhibit A, the City may, without prejudice to its other rights or remedies under this Addendum, require Company to remove the unauthorized occupancy within ten (10) days of receipt of notice from the City regarding Company's unauthorized use and the City may assess an unauthorized occupancy fee at the rate of $350 dollars per day for each day of the unauthorized occupancy.

7.2. If at the end of such ten (10) day period, Company has not removed the unauthorized occupancy, the City may, at its sole option, remove Company's Facilities at Company's expense in accordance with Article III and the City shall be indemnified by Company for such work in accordance with Article VIII of this Addendum.

7.3. No act or failure to act by the City with regard to said unlicensed use shall be deemed as ratification of the unlicensed use.

ARTICLE VIII-LIABILITY AND DAMAGES

8.1. The City shall exercise reasonable precaution to avoid damaging the Company Facilities and shall make an immediate report to Company of the occurrence of any such damage caused by its employees, agents or contractors. The City agrees to reimburse Company for all reasonable costs incurred by Company for the physical repair of such facilities damaged by the negligence of the City, however, the City shall not be liable to Company for any interruption of Company's service or for interference with the operation of Company's Facilities. Neither Party shall be liable to the other for any special, indirect, or consequential damages arising in any manner whatsoever out of the Parties' use of the Fiber and Conduit Systems or the Parties' actions or omissions in regards thereto, including, but not limited to, as a result of the Parties' negligence. Company shall indemnify and hold harmless the City, its employees, agents and contractors from and against any and all claims, demands, causes of action, costs, and attorneys' fees of whatever kind resulting in any manner whatsoever out of Company's use of Fiber and Conduit System. The foregoing shall not limit the City's liability for willful or intentional misconduct.

8.2. In addition to, and without any waiver or limitation of, those insurance requirements set forth in the Right-of-Way Use Agreement, Company shall indemnify, defend and hold harmless the City, its officers, officials, boards, commissions, authorized agents and employees, from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, which arise directly or indirectly from any casualty or accident to person or property and all other damages in any way arising out of, or by reason of, any use, construction, excavation, operation, maintenance, reconstruction, or any other act done by or for Company, its authorized agents, or its employees, or by reason of any neglect or omission of Company, its authorized agents or its employees.

8.3. Company shall indemnify, defend and hold harmless the City, its officers, officials, boards, commissions, authorized agents and employees, from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses which arise directly or indirectly from any work performed by the City that was necessitated by the installation, maintenance, presence, use or removal of Company's Facilities or by the proximity to the facilities of all parties placed in the Fiber and Conduit System or any work this Addendum authorizes the City to perform.

8.4. Company shall indemnify, defend and hold harmless the City, its officers, officials, boards, commissions, authorized agents and employees, from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, which arise directly or indirectly from the construction, use

and/or operation of Company's Facilities, including but not limited to, taxes, special charges by others, claims and del nands for damage or loss from intellectual property infringement, for libel and slander, for trespass, for unauthorized use of television or radio broadcast programs and other program material and from and against all claims, demands and costs including attorneys' fees for infringement of patents with respect to the manufacture, use and operation of Company's Facilities in combination with the City's Fiber and Conduit System or otherwise.

8.5. The City shall give Company timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by this Article. If a claim or action arises, the City shall tender the defense of the claim or action to Company, which defense shall be at Company's expense. The City may participate in the defense of a claim and, in any event, Company may not agree to any settlement of claims financially affecting the City without the City's written approval which shall not be unreasonably withheld.

8.6. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties.

[[SIGNATURES ON NEXT PAGE]]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Addendum, the duly authorized representatives of the parties have executed this Addendum as of the last date below:

CITY OF LAWNDALE

_____
Mayor

Date:_____

_____
City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Date:_____

CROWN CASTLE FIBER LLC

By:_____

Name:_____

Title:_____

Back to Agenda

CITY OF LAWNDALE

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

DATE: November 6, 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 Recognition cameras for the City of Lawndale.**

BACKGROUND

Last year, the City Council expressed a desire to install Automatic License Plate Recognition cameras (ALPR's) at several major entrances to the City of Lawndale to assist law enforcement with gathering evidence and reducing crime. The ALPR's 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. These cameras can also alert in near real time of stolen, felony, and other wanted vehicles to deputies in the field.

STAFF REVIEW

At the October 16th City Council meeting, staff spoke with the City Council about the recent RFP process to select a company to provide Automatic License Plate Recognition cameras for the City of Lawndale. After careful consideration of all applicants, Staff recommended Motorola Solutions, Inc/Vigilant Solutions to be the exclusive provider of ALPRs, as Staff felt they offered quality cameras and support services at a reasonable price.

After Staff presented their findings, the City Council had additional questions, and requested that a representative from Motorola Solutions, Inc attend the November 6th City Council meeting. Additionally, Staff has a created a brief PowerPoint presentation which will answer some of the questions that were brought up at the previous City Council meeting.

Privacy Policy

One of the concerns raised by Councilmembers at the October 16th meeting was regarding data sharing and record retention, and specifically how this information could be misused. For the privacy and protection of the public, Motorola has very specific policies on who has access to images captured by the ALPR's and how this information is obtained. The cameras do not operate as typical closed circuit surveillance cameras which record everything in their field of view. The ALPR cameras only capture

static snapshots of the vehicle license plates and a portion of the front or rear of the vehicle. Additionally, vehicle owner information is only retrieved when a search is conducted by investigators who will conduct their searches by entering the vehicles license plate, ensuring that only vehicles specific to a crime will be viewed. Also, vehicle information can only be viewed by sworn law enforcement personnel, not City Staff and the records are audited monthly so that no unauthorized users can access these systems without proper credentials.

Councilmembers also expressed concerns that these cameras could be used for issuing traffic violations to unsuspecting drivers. The ALPR cameras do not capture images of traffic violations such as running red lights or stop signs and cannot be misused to record these violations. ALPR cameras are not Red Light Cameras (RLC's), and the sole purpose of the Automatic License Plate Reader cameras is to provide information to aid law enforcement in solving crimes.

The LASD keeps all ALPR data for five years, to help with long term criminal investigations such as homicides, human trafficking, narcotics investigations, etc. This information is shared only with other law enforcement agencies that have signed the LASD data sharing MOU and for authorized purposes as outlined in the MOU.

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 – Contract Services). There is no impact to the General Fund.

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	Staff Report from October 16th City Council Meeting on the Recommendation to use Motorola Solutions, lnc. Vigilant Solutions as the exclusive provider of Automatic License Plate Recognition Cameras for the City of Lawndale.
Attachment n:	LASD Automatic License Plate Readers Manual of Policy and Procedures
Attaclunent C	City of Manhattan Beach Privacy Policy
Attachment D.	Diagram of Southbay Cities with Automatic License Plate Recognition Cameras

Attachment A

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 –

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

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 LEARN PlateSearch offers:



- **Intuitive Plate Searching** - Users can search for complete and partial plate numbers and add them to hotlists that will send alerts when a matching plate is detected. Users can also access historical data to find where the plate has been previously spotted and use that data to track that vehicle's typical routes.
- **Easily Narrowed Results** - Vehicle year, make, and model search filters can be used to narrow down a large number of vehicles to a manageable subset.
- **Associate & Convoy Vehicle Analysis** - Associate and 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.

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.



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

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.

Enforcement allows law 2,000 other

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.



notify route trigger a

set up,

to

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.

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	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 o 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 o 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)	VSBSCSVC-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)	VSBSCSVC-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:

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 installation at (13) locations. Installation cost presumes power at each location.
9. Customer to provide no cost permits if required.
10. 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.



MOTOROLA SOLUTIONS

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

VIDEO STREAMING

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

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

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

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

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

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Attachment B

VIGILANT SOLUTIONS	Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113	MOTOROLA SOLUTIONS

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 o 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 o 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)** Offer Includes: • 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 o Hosted LPR account for data storage, alerting, analytics and more o Enterprise Service Agreement Optional, Sold Separately: • 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 o 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**

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: _____

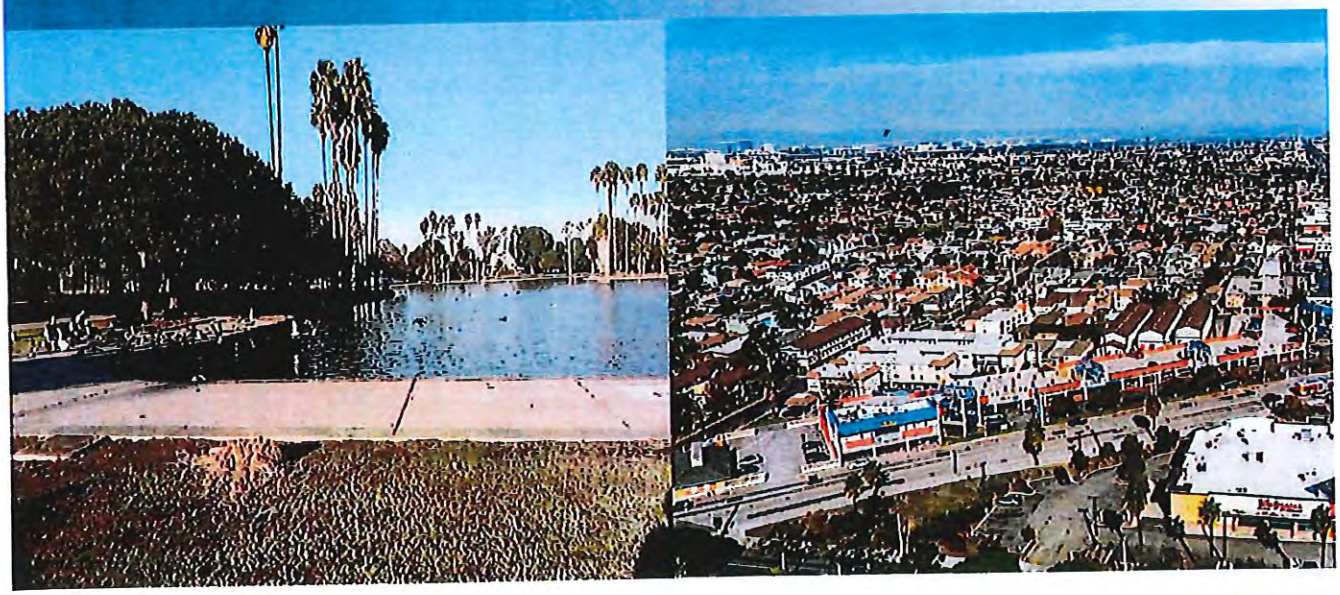
Attachment C



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 | 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 | 561-459-4840 | finbarr.ocarroll@jenoptik-inc.com

JENOPTIK

MORE LIGHT

1. TECHNICAL

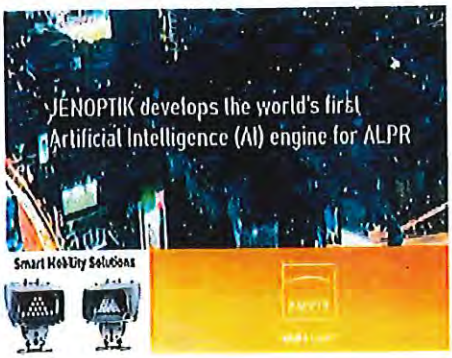
1. TECHNICAL
A. EXECUTIVE SUMMARY

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 year's 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



1933
Otto Berning & Co was founded in Schwelm/Westfalen

- 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.



1950
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.

1983
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.

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

Innovating Public Safety with ALPR since 1979 and expanding for the FUTURE

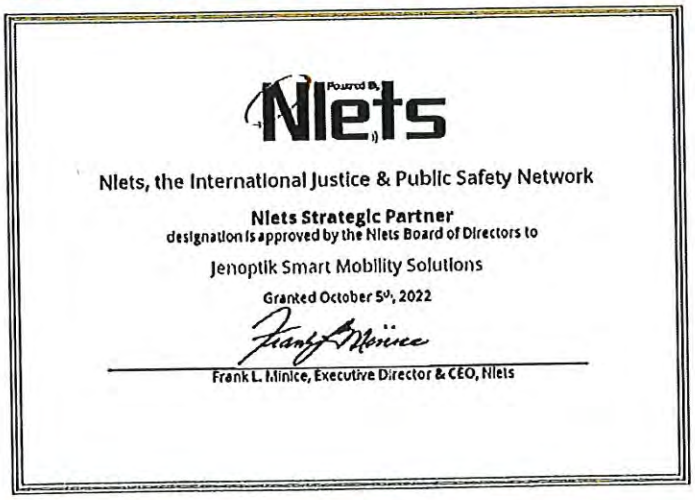


Notable Recognitions & Certifications

NCPA

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


Nlets

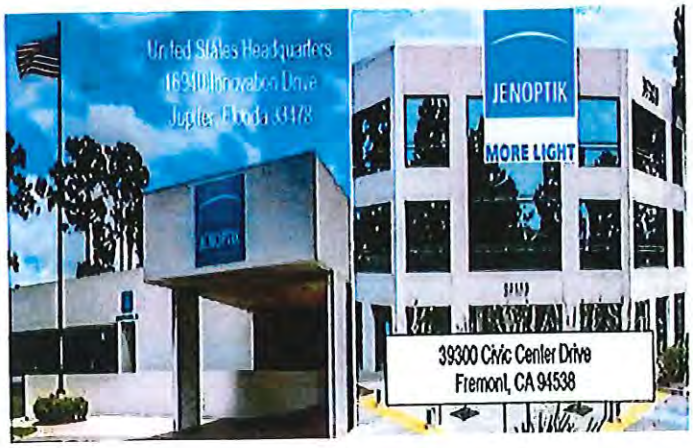
Nlets, the International Justice & Public Safety Network

Nlets Strategic Partner
designation is approved by the Nlets Board of Directors to

Jenoptik Smart Mobility Solutions

Granted October 5th, 2022

Frank L. Minice, Executive Director & CEO, Nlets



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 TraffiPole
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 hotlist 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

JENOPTIKS'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 locating 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.



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 hotlist or suspect vehicles.



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 hotlist or suspect vehicles.

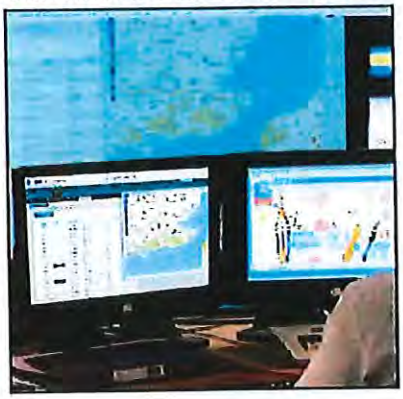
Our Back Office Facility (BOF)

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 (hotlists, 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 hotlists, 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.

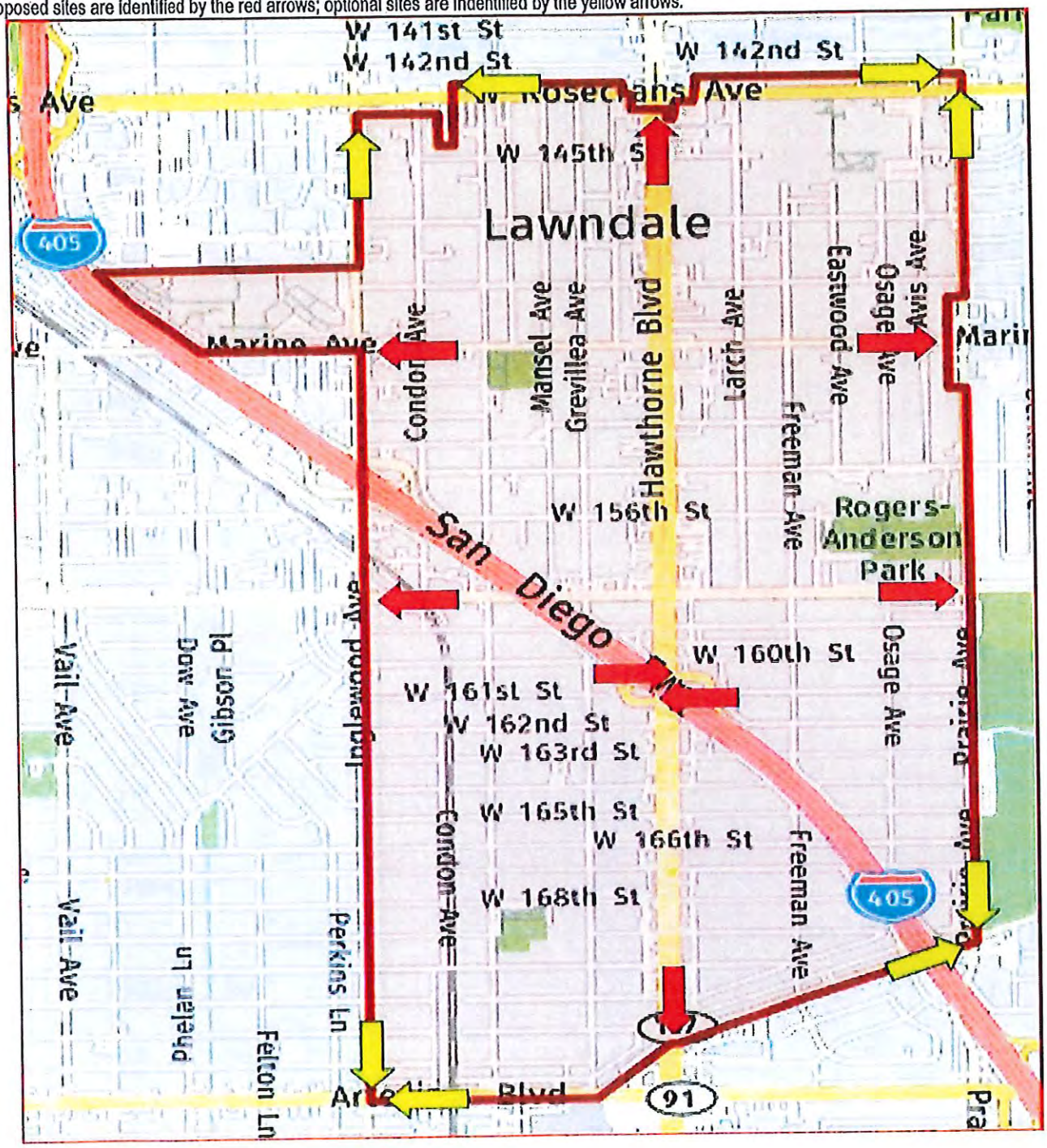
Our Trained Staff

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 indentified 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 installed on the existing poles without affecting existing equipment and/or install new poles if needed. 4. Safely 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 • street lighting 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
	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 m² FOV, 2-3 lane coverage. Optimal operating range 60-114'.
Physical	Camera: 370 mm (L) x 230 (W) x 125 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: WWAN (3G&4G), Wired LAN, 4G/3G/GPRS/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 Traffi Data and Traffi 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:

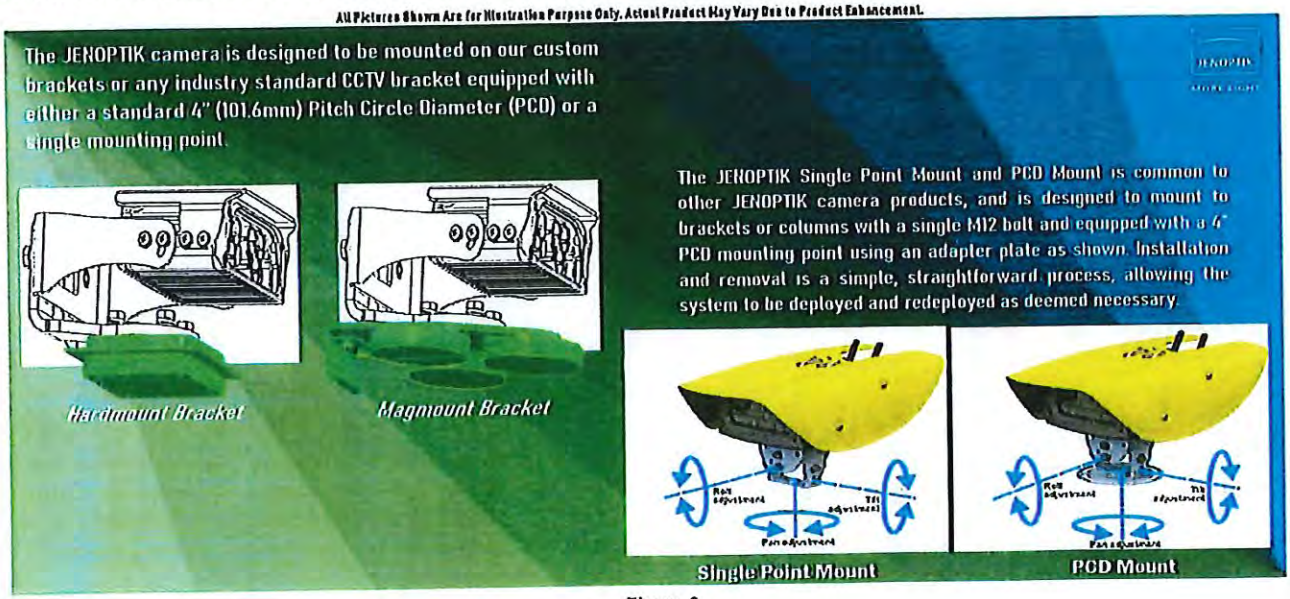


Figure 2

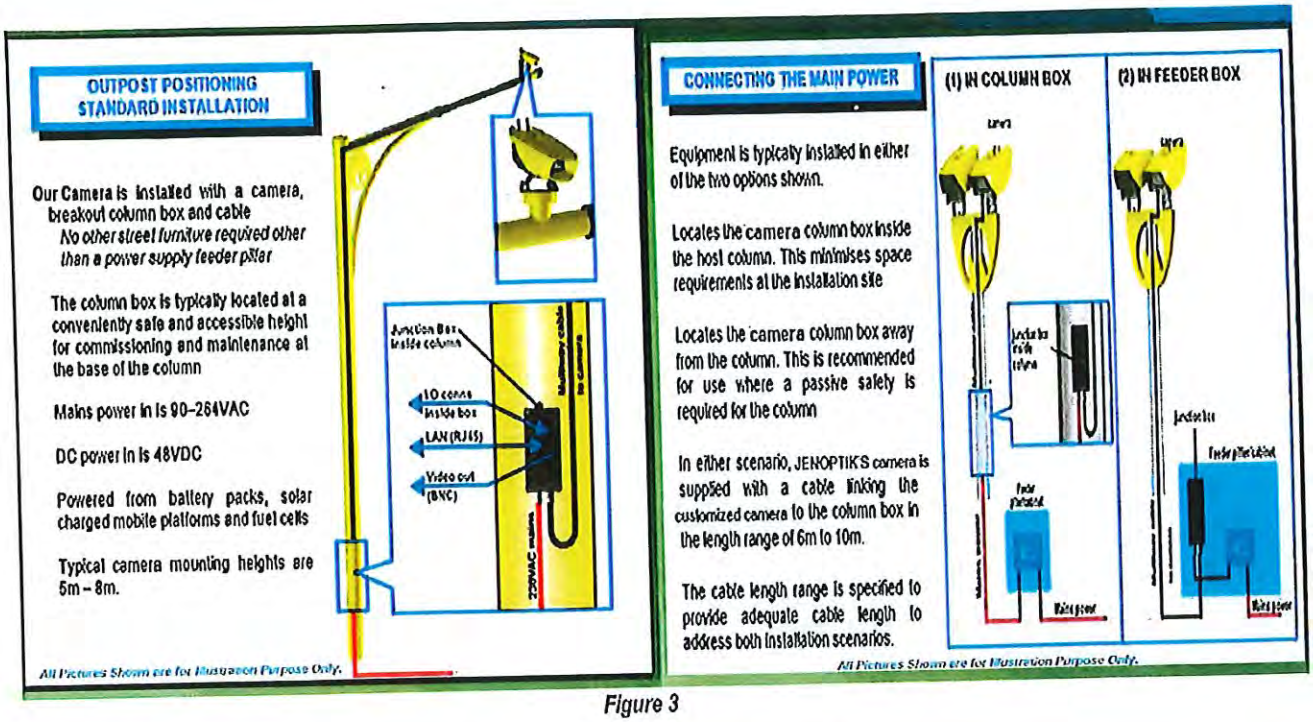


Figure 3

- *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*

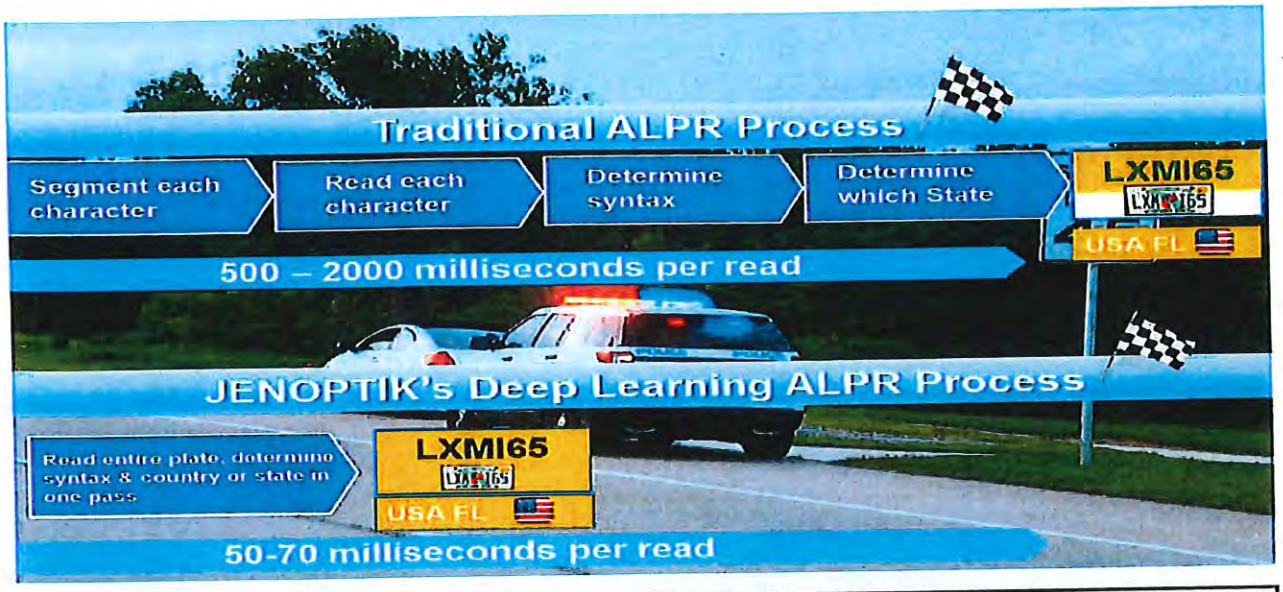
WARRANTY

- 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, Smart Mobility Solutions Division
Camera

- *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.*

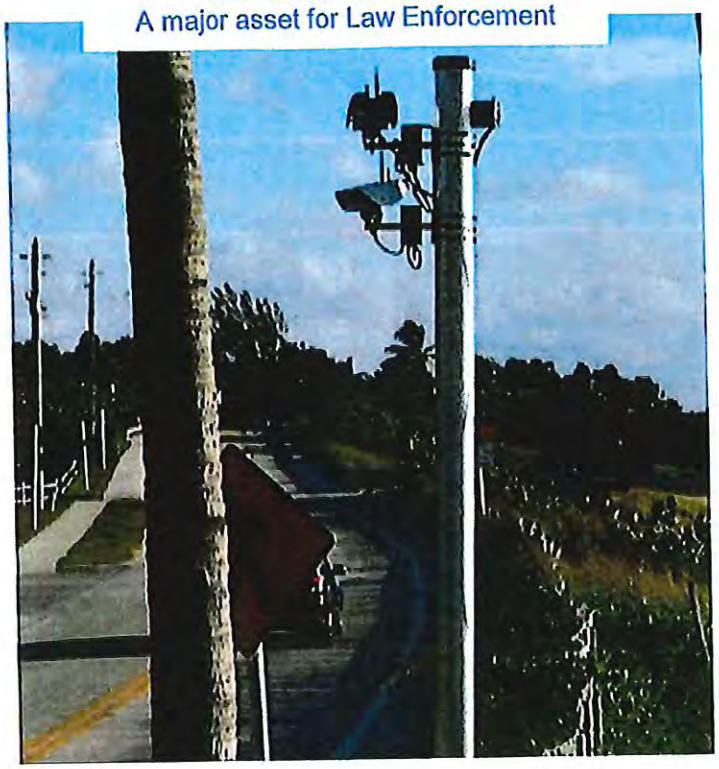
DEEP LEARNING ALPR PROCESS



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 neutral 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 TraffiData 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 difficultly 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

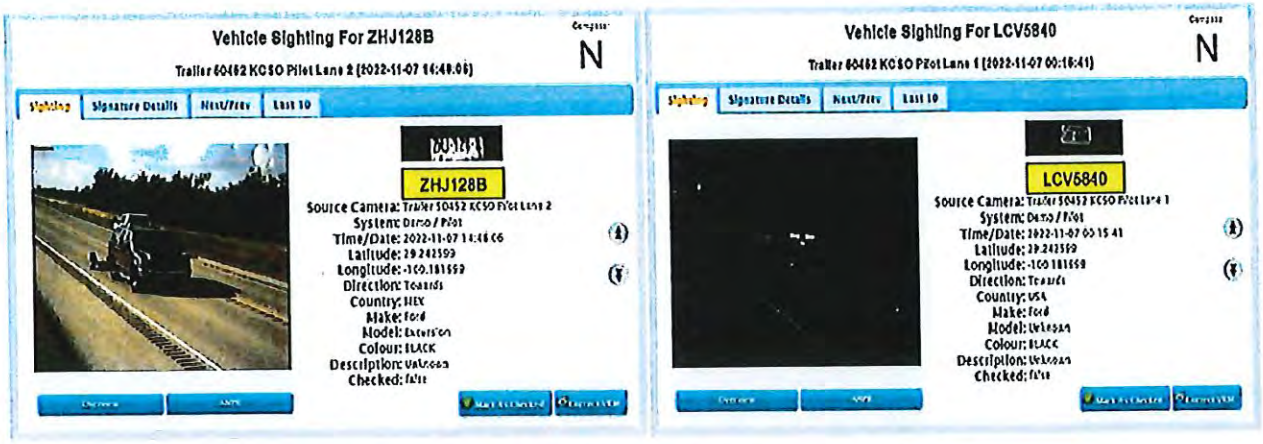


Images 5-6

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)*



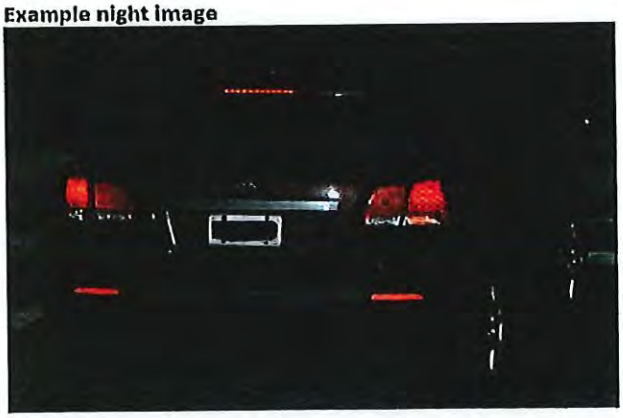
All Pictures Shown Are for Illustration Purpose Only. Actual Product May Vary Due to Product Enhancement

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

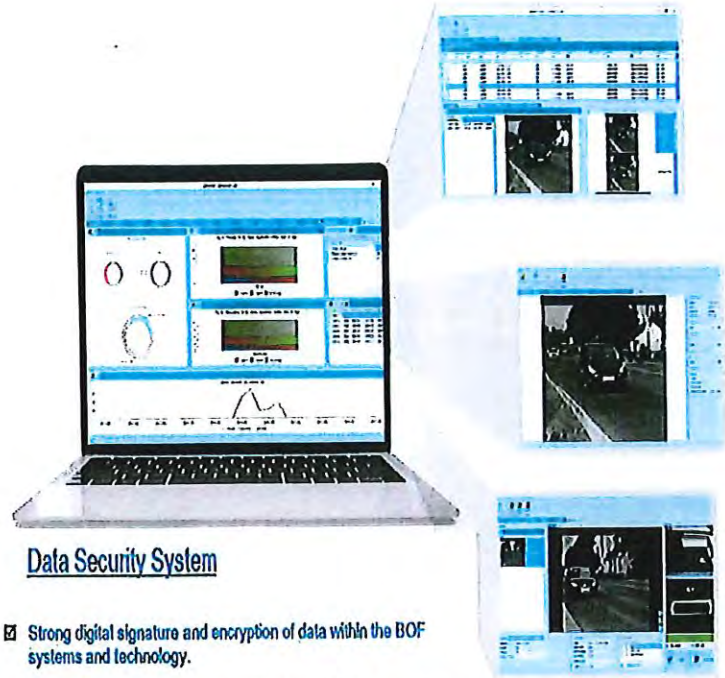


1. Search By Make, Model, Color (if available): the Back Office Facility (BOF) allows searching of vehicles solely by Make, Model, and Color and without the need of a license plate
2. Partial / Fuzzy Search: BOF allows searching for license plates with complete or partial known numbers.
3. Search by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

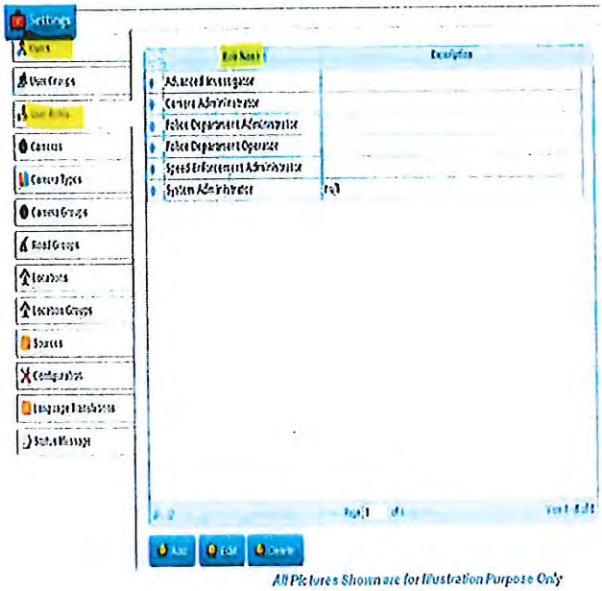
BACK OFFICE FACILITY (BOF)



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 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 Purpose Only

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 deem 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

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

- ☐ Make
- ☐ Model
- ☐ Color
- ☐ Originating Hotlist
- ☐ Hotlist 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 sows the alert intelligence, with the ALPR data and any warning assigned to that hotlist 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 hotlists 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 hotlist name, Alert sound, vehicle count in the hotlist, 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*

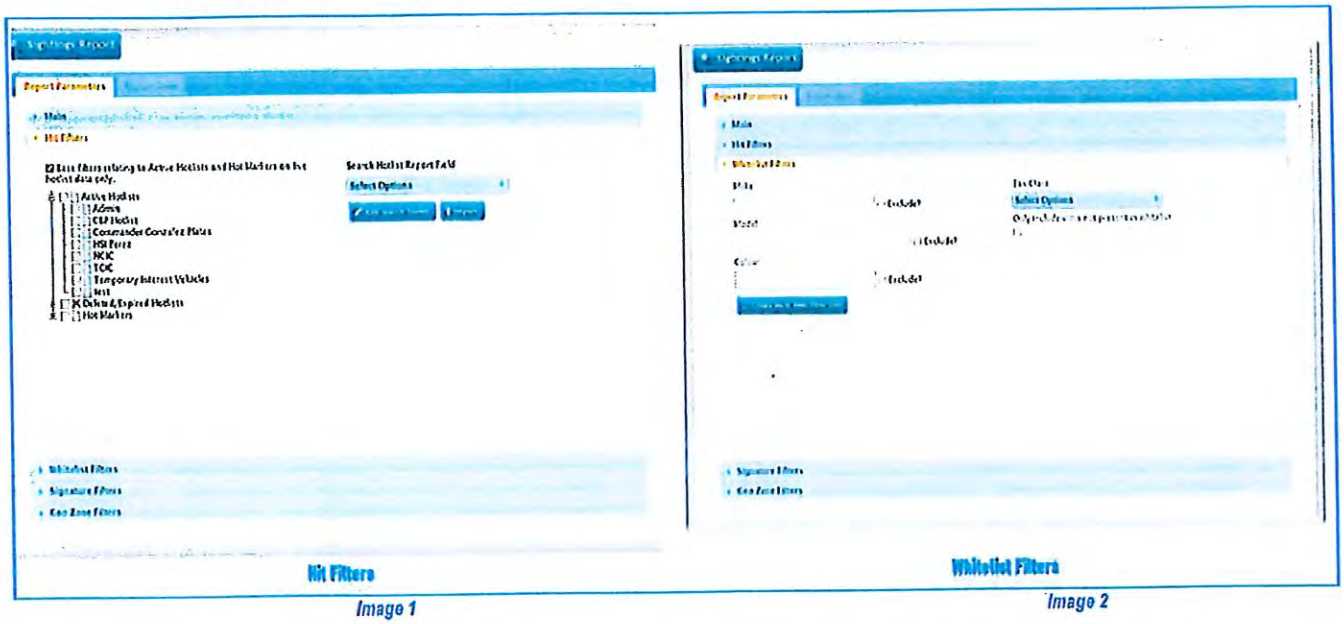


Image 1 *Image 2*

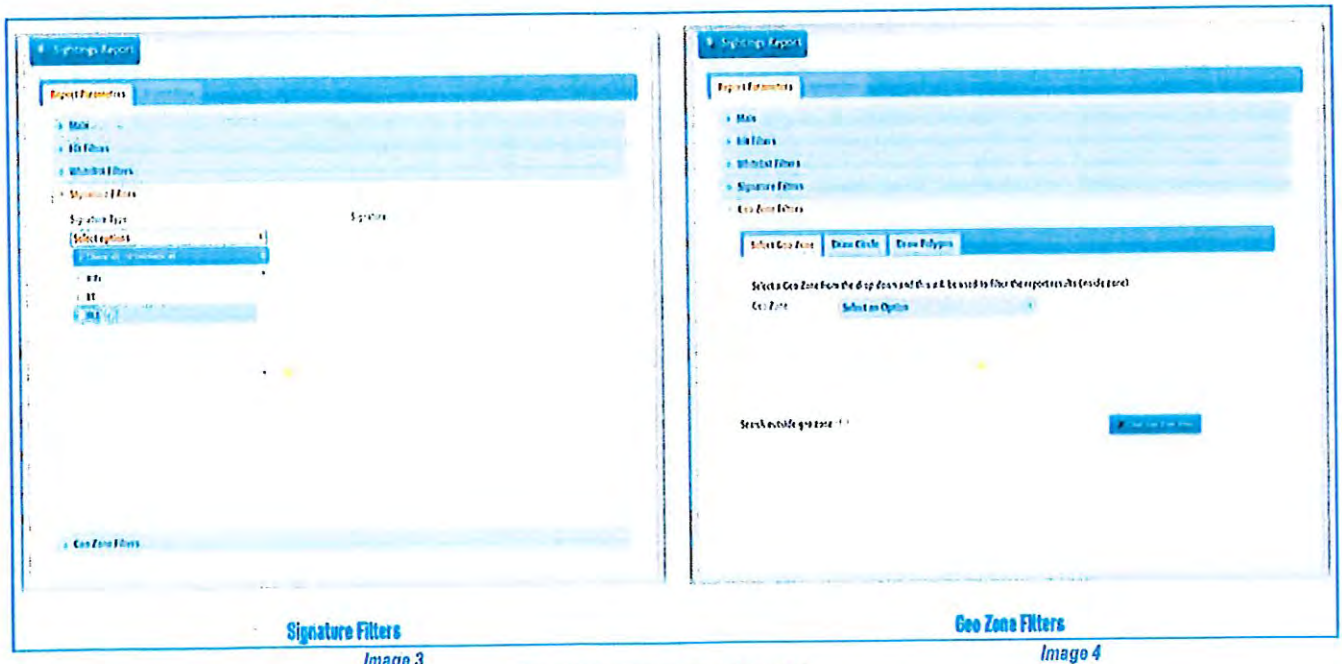
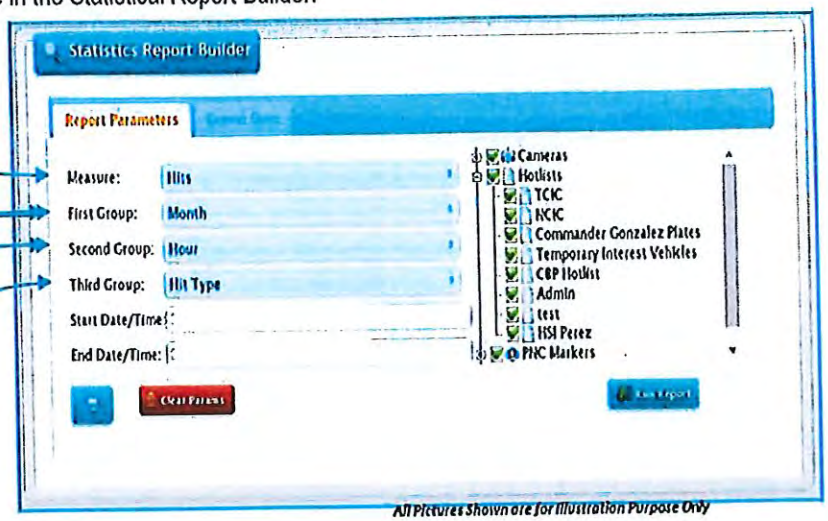


Image 3 *Image 4*

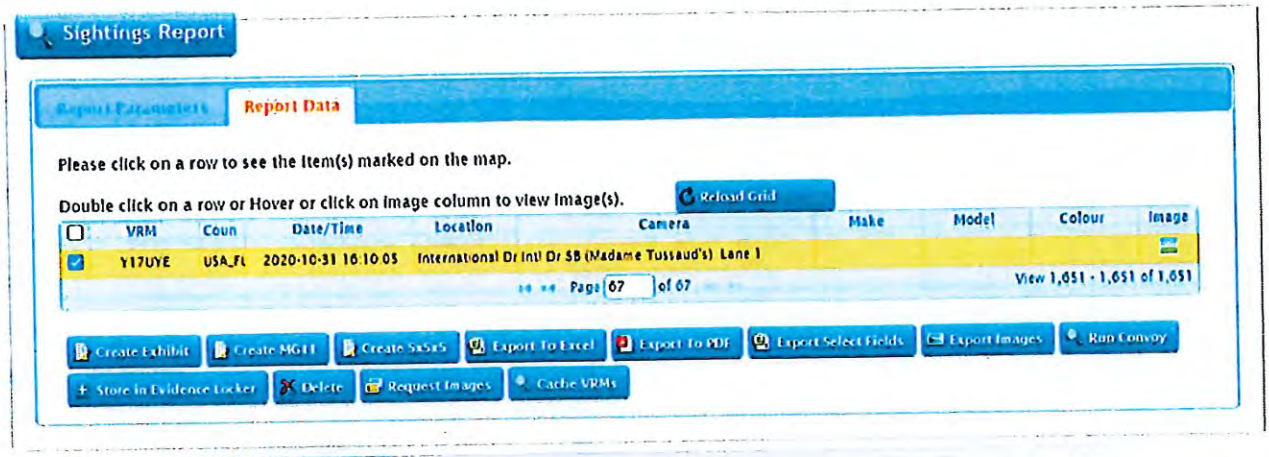
All Pictures Shown are for Illustration Purpose Only

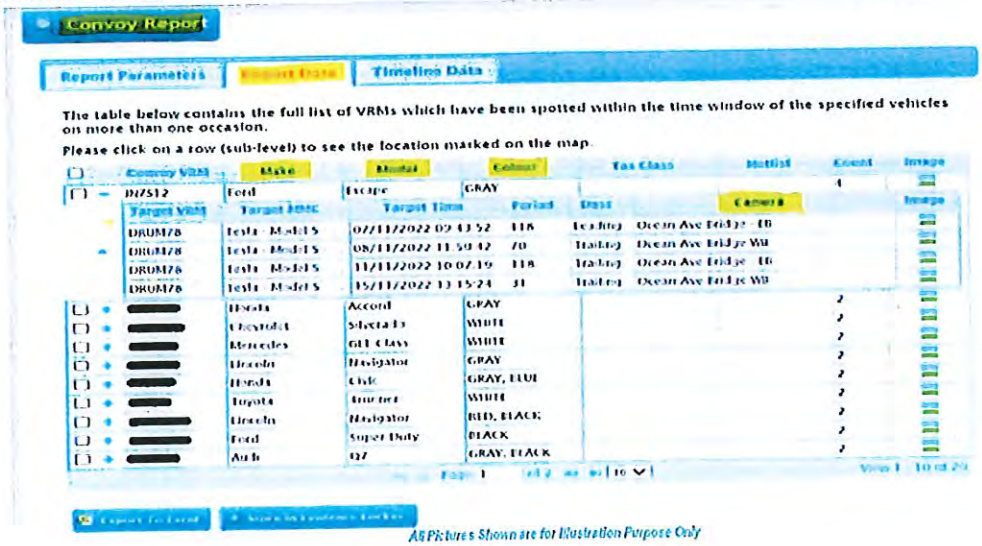
The BOF has built-in capability for scheduling the automatic generation of reports based on criteria specified, and by reports can be provided upon request. Our BOF gives each state the ability to tailor Statistical Reports based on set parameters. End users can search information using options available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



All Pictures Shown are for Illustration Purpose Only





All Pictures Shown are for Illustration Purpose Only

TRAINING FOR CITY OF LAWNDALE

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

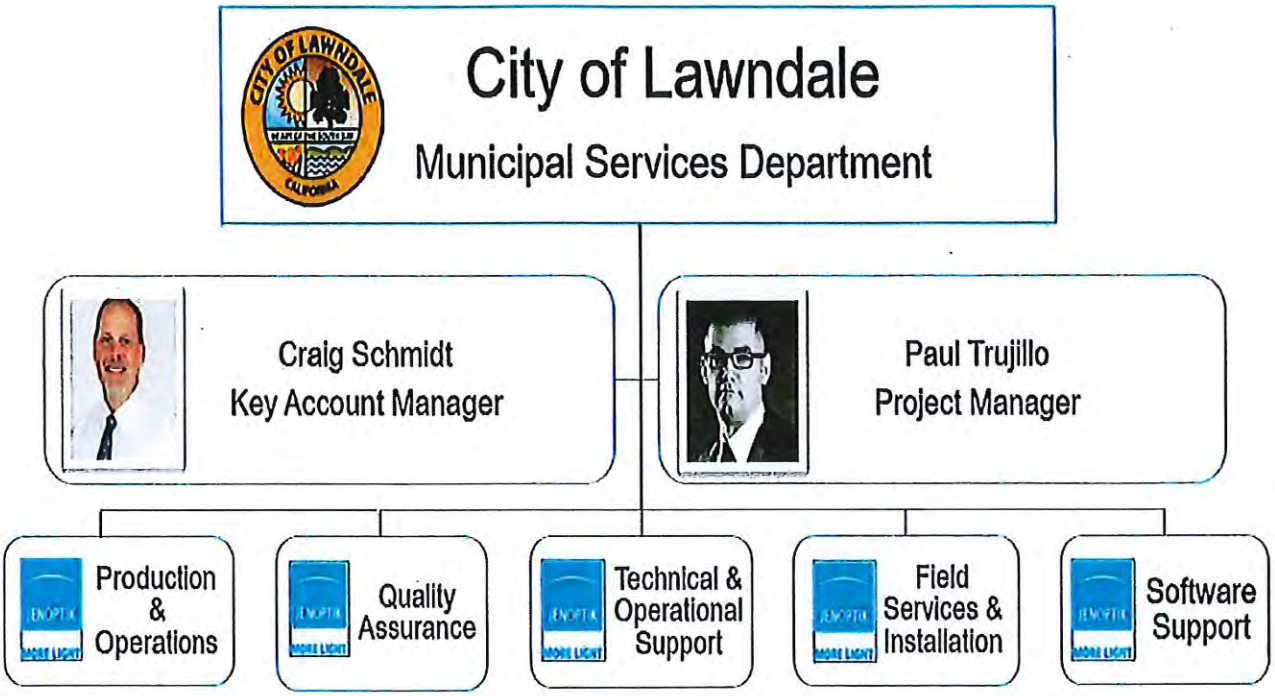


MORE LIGHT

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 notifies 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.

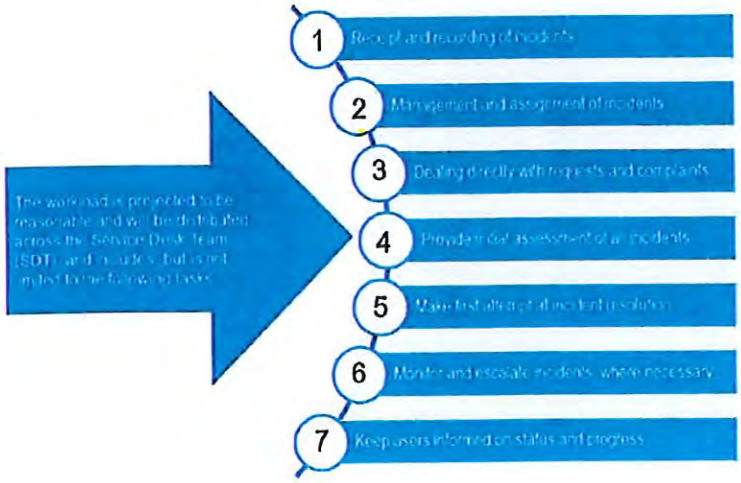
SUPPORT AND MAINTENANCE

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 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.	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 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.



JENOPTIK

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:	Ocean Ridge Florida Police City
Point of Contact:	Chief Richard Jones
Email:	rjones@oceanridgeflorida.com
Address:	6450 N Ocean Blvd, Ocean Ridge, FL 33435
Phone #:	562-232-7054
Years Serviced:	Current – in operation since 2018
Annual Volume:	$127,000
Description of Services:	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:	Webb County Sheriff Office, Laredo, Texas
Point of Contact:	Captain Federico Calderon
Email:	fcalderon@webbcountytx.gov
Address:	902 Victoria St., Laredo, TX 78040
Phone #:	956-523-4900
Years Serviced:	Current – in operation since 2019
Annual Volume:	Over $400,000 in total services
Description of 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:	Homestead Florida Police City
Point of Contact:	Sgt. Victor Agosto
Email:	Victor.Agosto@homesteadpolice.com
Address:	45 NW 1st Ave, Homestead, FL 33030
Phone #:	305-224-5444
Years Serviced:	Current – in operation since 2019
Annual Volume:	$50,000
Description of Services:	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:	Refugio County Sheriff's Office
Point of Contact:	Chief Gary Wright
Email:	gary.wright@co.refugio.tx.us
Address:	808 Commerce St., Refugio, TX 78377
Phone #:	956-585-4855
Years Serviced:	Current – in operation since February 2022
Annual Volume:	$150K
Description of Services:	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:	Laredo Police City
Point of Contact:	Sargent Edgar Garcia
Email:	egarza3@ci.laredo.tx.us
Address:	Laredo, TX
Phone #:	956-795-2864
Years Serviced:	New customer
Annual Volume:	$150K
Description of Services:	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.

JENOPTIK

MORE LIGHT

4. COST & PRICING

4. COST & PRICING

DESCRIPTION	COST
FIXED ALPR CAMERA: ☑ 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 Volts Power ☑ Extended Warranty will be included for years 2 - 5	Price per unit: $15,000 Install per unit: $1,500 Per unit $5,600
BACK OFFICE AND CLOUD DATA STORAGE: ☑ 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)	Price per camera Annually: $2,350 $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: ☑ 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)	Price per unit: $9,500 Install: $1,500
TraffiCatch: ☑ 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	Price per unit: $9,500 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

JENOPTIK

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.:	201312410612
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

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# 20220617165
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202718906
Date: 02-21-22

State Of Delaware

Entity Details

2/9/2023 3:00:14PM

File Number: 3017028
Entity Name: TRAFFIPAX, LLC
Entity Kind: Limited Liability Company
Residency: Domestic
Status: Good Standing

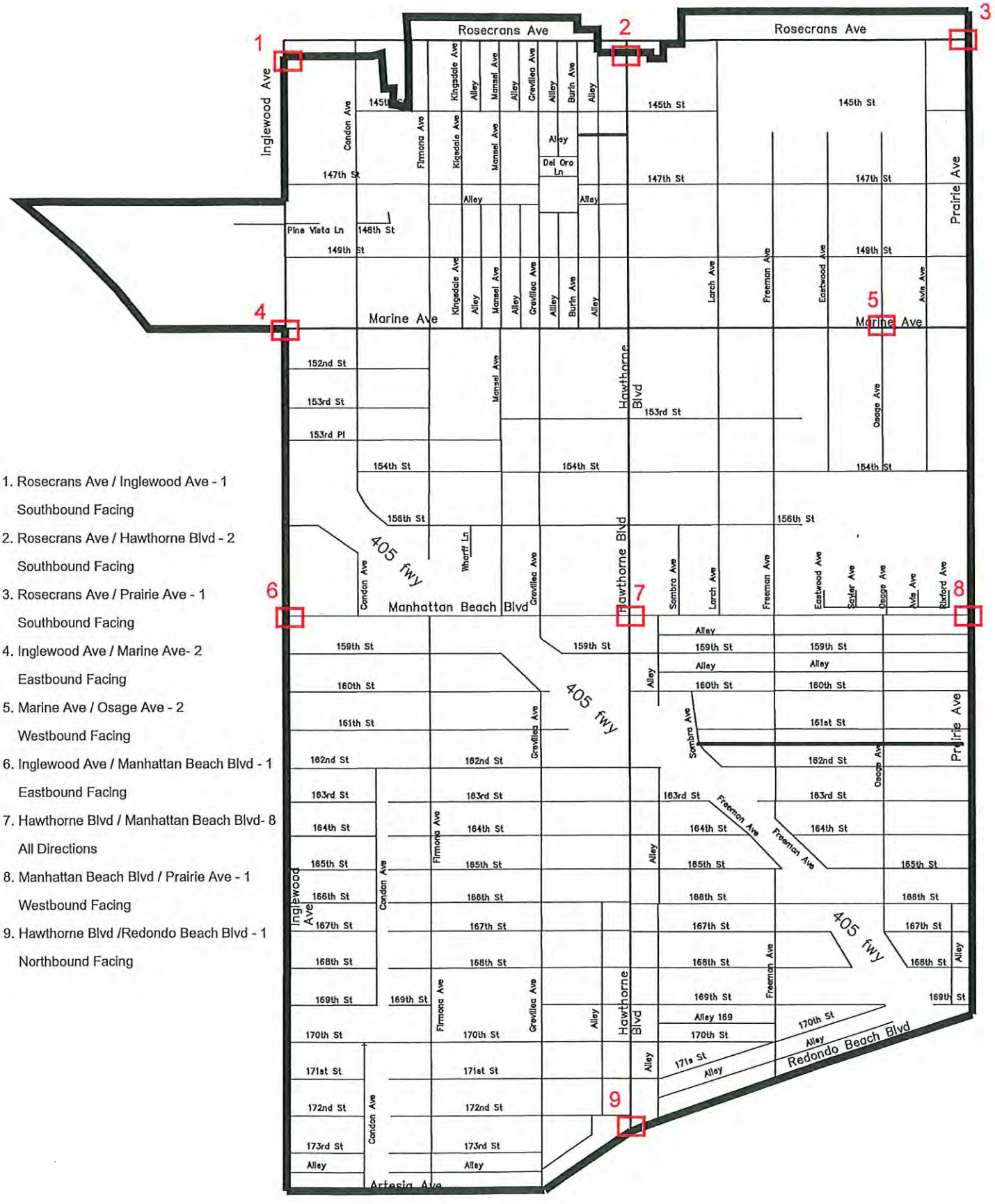
Incorporation Date / Formation Date: 3/16/1999
Entity Type: General
State: DELAWARE
Status Date: 3/16/1999

Registered Agent Information

Name: THE CORPORATION TRUST COMPANY
Address: CORPORATION TRUST CENTER 1209 ORANGE ST
City: WILMINGTON
State: DE
Phone: 302-658-7581

Country:
Postal Code: 19801

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

Attachment B

5-09/550.20 - Rules Applicable to All Capture, Access, and Use of ALPRs Data

Automated License Plate Recognition (ALPR) data shall only be used for legitimate authorized purposes related to law enforcement, criminal justice, and public safety functions of the Department.

ALPRs shall only be used by members who have been trained in the use of the ALPR.

ALPR data shall only be accessed for appropriate, job-related functions. Data shall not be used for any non-work-related purpose, and all users shall take into consideration the privacy, civil rights, and civil liberties of individuals.

ALPR data shall only be accessed by Department personnel who have been authorized to access the data by their unit commander.

ALPR data, whether fixed, mobile, or portable, will be uploaded to the Department's physical and/or hosted ALPR servers and will be managed by the Advanced Surveillance and Protection Unit (ASAP).

If there is enforcement action, an investigation and/or prosecution that results from ALPR data, the ASAP unit shall be notified so that the original information can be preserved and a copy can be kept and held by the investigator.

Revised: 3/15/2017

5-09/550.00 - Automated License Plate Recognition (ALPR)

This policy will establish procedural guidelines and responsibilities of personnel and units utilizing the Automated License Plate Recognition (ALPR) System. As with any technical system, adherence to standards and procedures is a key element to the success of the system. For additional information regarding how the Department shares and receives information, quality assurance, collation and analysis of data, merging records, sharing and disclosure, security safeguards, information retention and destruction, accountability, and enforcement and training, please refer to the Department's ALPR Privacy Policy.

Revised: 3/15/2017

5-09/550.30 - Field Protocols - Patrol

Automated License Plate Recognition (ALPR) is useful in general patrol assignments when the patrol vehicle is in a position to monitor vehicular traffic.

ALPR-equipped vehicles should be deployed regularly. When not in use, ALPR-equipped vehicles shall be secured.

Personnel shall perform an upload of hotlist data prior to the deployment of an ALPR system to prevent potential traffic stops using outdated hotlist information.

When the ALPR system indicates a hit, prior to making the traffic stop and when safe to do so, personnel shall:

- Verify that the license plate information matches the license plate image of the vehicle.
- Confirm that the hit is still "active" by either running the license plate through the vehicle's Mobile Digital Computer (MDC) or via their radio to dispatch (if confirming via SCC, advise the request is for an ALPR hit on a vehicle).
- If a decision is made to initiate a "Code-9" due to an ALPR hit on a stolen vehicle and prior to receiving a secondary confirmation, the deputy shall advise SCC they are following a vehicle due to an ALPR stolen vehicle hit.

Proactive/manual entry of ALPR hotlist in the field is permitted for:

- Dispatched reports of crimes, "Be on the Look Outs" (BOLOs), Amber, Blue, Silver, or Yellow Alerts, or other law enforcement alerts in which a license plate number is part of the broadcast.
- When directed or authorized by the unit commander for a legitimate law enforcement purpose.
- Department members should query their ALPR system to ascertain if there is a prior read of the license plate which is the subject of the particular alert, bulletin, or alarm.

Proactive/manual entry of ALPR hotlist in the field is required for Amber Alerts, missing child, or critical missing persons. Additionally, Department members must query their ALPR system to ascertain if there is a prior scan or read of the license plate which is the subject of the alert.

ALPR may be used in special operations or details such as:

- High crime area patrols;
- Gang investigation/suppression;
- Driving under the influence initiatives;
- Enforcement details;
- Directed criminal investigations;
- Other investigations subject to authorization from the investigating unit's unit commander.

When a violent crime occurs, the Department may solicit assistance from other law enforcement agencies with ALPR-equipped vehicles to assist in identifying potential vehicle license plates and/or to gather license plate data in a particular area. Similarly, other law enforcement agencies may request assistance from this Department in the event of the same. Any mutual aid request shall be directed through the station's

operations staff. Consideration should be given to deploying ALPR strategically, such as at a perimeter, choke points, major highway, or other avenues of approach or escape.

Personnel shall log that they are using a mobile ALPR system in their Mobile Digital Computer (MDC) worksheet when logging on.

- Deputies shall ensure that logs and arrests associated with the ALPR system are complete and utilize the appropriate ALPR statistical code.
- If the deputy's log has an arrest associated with an ALPR hit, this information will be provided to the Advanced Surveillance and Protection Unit (ASAP) to retain the information for the case file.
- The deputy's log will be retained until all ALPR-related arrests have reached a final disposition.

When desk personnel receive a hit from a fixed ALPR system, which is the result of license plate data taken from a fixed camera, they shall confirm the current status of the vehicle via their CAD terminal or SCC. While waiting for confirmation, desk personnel shall advise field patrol units of the ALPR hit, the location, direction of travel, the vehicle description, request Aero Bureau, and coordinate responding field units.

Revised: 3/15/2017

5-09/550.40 - Audit Protocols

An audit trail sufficient to allow the identification of each individual who accessed information shall be retained by the Department, including the information requested and the reason for the access.

Requests to review stored ALPR data shall be recorded and maintained with a sufficient audit trail.

All inquiries of ALPR data will be automatically recorded in the audit trails and maintained by the Department.

ALPR audit trails shall be retained for a minimum of two years or until any associated case is adjudicated.

Revised: 3/15/2017

5-09/550.50 - Data

Department personnel may request (with the concurrence of their unit commander) that the Advanced Surveillance and Protection Unit (ASAP) enter a specific vehicle license plate into the Department's hotlist. Examples of entries include:

- Gang members/associates;
- Sex offenders;
- Crime suspects;
- Fugitives;
- Search warrant targets.

Members making inquiries into the Automated License Plate Recognition (ALPR) database must enter all information requested fully and completely in order to accurately track and manage each query into the system.

If the ALPR data query log contains a hit and an arrest is associated with the hit, the deputy or investigator shall retain a copy of this hit as part of the case file and notify ASAP.

ALPR data query logs shall be maintained and secured for future audits for a minimum of two years or until any associated case is adjudicated.

Personnel conducting a query on behalf of an authorized requestor shall log each query as such.

ALPR data shall be uploaded on specified incremental time frames as designated by ASAP to keep each hotlist up to date in the ALPR server. ALPR data transferred from all mobile, portable, and fixed ALPR cameras will be managed by ASAP.

All ALPR data shall be reviewed for record retention (validation or purge) at five years, and when information has no further value or meets the criteria for removal by applicable law, it shall be purged or permanently deleted except in cases such as:

- ALPR records related to a prosecution will be maintained until a final disposition has been reached in the case.
- ALPR records associated with a criminal investigation can be maintained in the criminal case file and retained for the maximum period of time associated with such records.
- Whenever otherwise directed by an executive of the Department for a particular case or internal investigation.

Stored data shall only be shared pursuant to an executed inter-agency agreement.

The Department does not maintain copies of shared data from outside agencies. Such data is maintained by those agencies subject to their own retention polices.

Revised: 3/15/2017

Attachment C

462.6 MONITORING SECURITY, INFORMATION AND COMPLIANCE OF PRIVACY LAWS

All data will be closely safeguarded and protected by both procedural and technological means. The Manhattan Beach Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) Personnel approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only.

(b) All access to ALPR information will be documented. The access information will include all of the following:

1. The date and time the information is accessed.
2. The license plate number or other data elements used to query the ALPR system
3. The username of the person who accesses the information
4. The purpose of accessing the information

(c) ALPR system audits will be conducted no less than two times per year by the Administration and Investigation Bureau Commander.

462.7 SHARING ALPR INFORMATION

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

(a) The agency makes a written request for the ALPR data that includes:

1. The name of the agency.
2. The name of the person requesting.
3. The intended purpose of obtaining the information.

(b) The request is reviewed by the Records Manager or authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided by the California Public Records Act and the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

462.8 DATA ACCURACY

Several factors may affect the accuracy of the ALPR readings, for example: wear on the license plate, dirt, covers, and license plate frames. For this reason, it is important to verify the accuracy of any alert received.

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Automated License Plate Readers (ALPRs) Privacy and Usage

462.1 PURPOSE AND SCOPE

The policy of the Manhattan Beach Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

462.2 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Mahattan Beach Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration and Investigation Bureau Commander

The Administration and Investigation Bureau Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

462.3 AUTHORIZED PURPOSES

ALPR shall only be used for official law enforcement business for the following purposes:

- Investigation for prosecution or exoneration of suspected criminal incidents
- Identification and/or location of wanted persons
- Enforcement of sanctions, orders, or sentences
- Crime prevention/general law enforcement purposes
- Crime Analysis

462.4 ALPR ADMINISTRATOR

The Administration and Investigations Bureau Commander is the administrator of the ALPR system and shall ensure that the system is operated in conformity with this Policy and other Department policies, procedures, rules and regulations.

462.5 AUTHORIZED USERS

Only sworn officers, Records Section personnel, and Parking and Animal Control Officers who have received department approved training are allowed to access the ALPR system after receiving department-approved training. Authorized vendors will have limited access for maintenance and repair.

Adoption Date: 2016/08/16
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Prior to any action being taken due to an ALPR alert, the officer in the field and/or communications officer in dispatch should view the image of the license plate verifying that the image of the license plate was correctly recognized by the ALPR system.

If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications Systems (CLETS) before taking enforcement action that is based solely on an ALPR alert.

462.9 RETENTION OF ALPR INFORMATION

The Administration and Investigations Bureau Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for 1 year. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances, the applicable data should be downloaded from the server onto portable media and booked into evidence.

462.10 TRAINING

All approved ALPR users will have training consisting of the following:

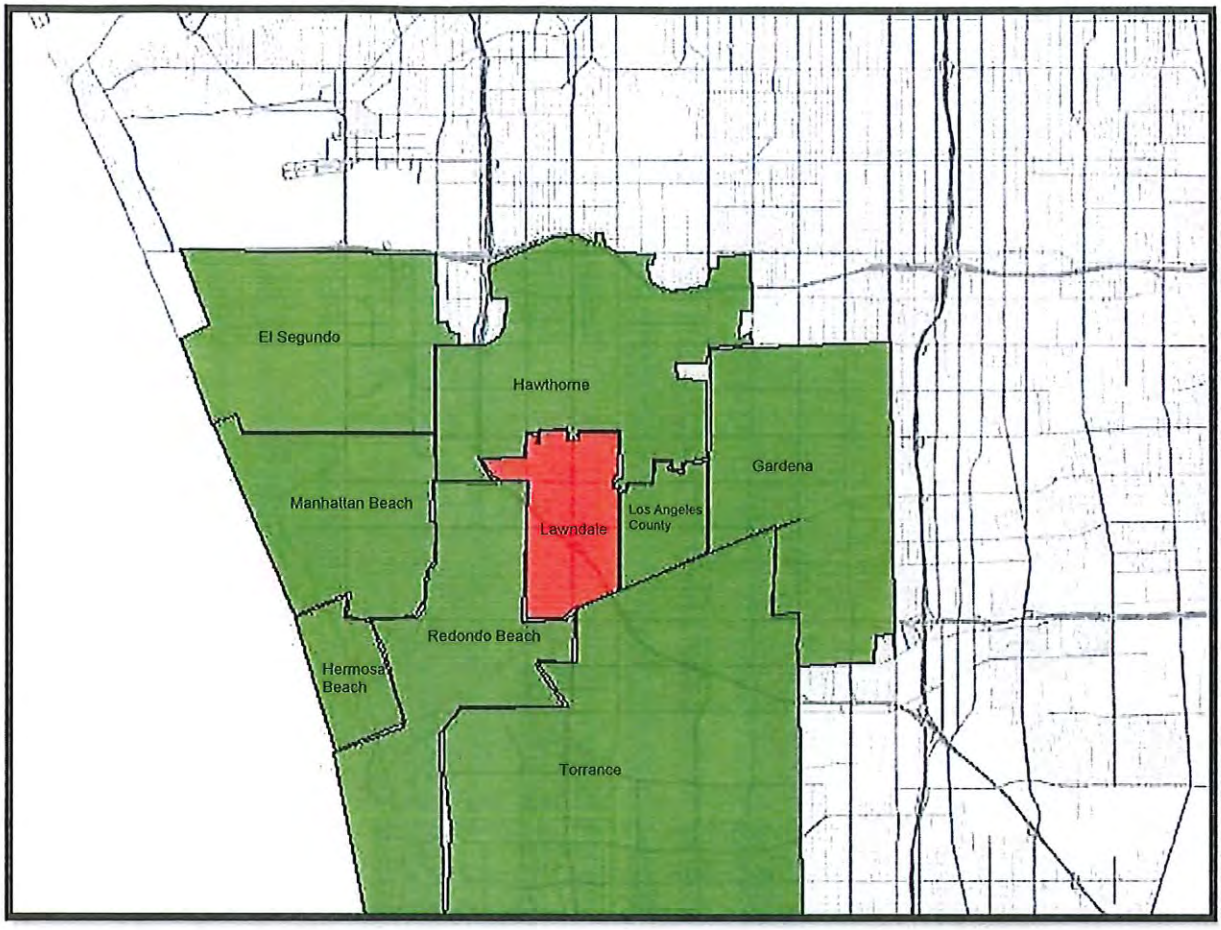
(a) Use and operation of the ALPR equipment

(b) Review of Department Policy

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Attachment D

Diagram of Southbay Cities with Automatic License Plate Recognition Cameras



LEGEND:

Areas in green are neighboring South Bay cities with ALPR cameras

Areas in red (Lawndale) are currently without ALPR cameras

CITY OF LAWNDALE

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: **Approval of First Amendment to City Manager Employment Agreement with Sean M. Moore**

BACKGROUND

In February 2022, City Council approved the City Manager Employment Agreement between the City of Lawndale and Sean M. Moore. According to Section 7.2, City Council and City Manager agree to conduct annual salary review, concurrent with the annual performance evaluation. On February 6, 2023, City Council met in closed session to review the performance of Mr. Moore, in compliance with the employment agreement, but did not conduct the annual salary review. As City Council now wishes to amend the Contract for Employment Agreement between the City of Lawndale and Mr. Sean M. Moore, to provide a merit increase, staff is presenting the contract amendment for City Council's consideration and approval.

STAFF REVIEW

On October 16, 2023, City Council met in closed session to discuss modified terms and conditions of employment for the City Manager, Mr. Sean Moore based on his satisfactory performance review. The attached amended contract agreement includes the following:

- Extending the term of the three (3) agreement to four (4) years, for the period of February 22, 2022, to February 21, 2026
- Providing an annual merit increase for the City Manager position from $206,264, to $223,000 per year, effective November 7, 2023
- Providing an annual merit increase to $240,000 per year, effective November 7, 2024, subsequent to the annual performance evaluation; and
- Use of City vehicle to conduct City business within City boundaries.

City Attorney and staff engaged in discussions with Mr. Moore regarding the terms and conditions of employment. Mr. Moore has agreed to the terms set forth in the amended agreement, with the exception of the effective date of the second merit increase.

Mr. Moore is requesting that the effective date of the second increase be tied to his anniversary date for year two (2), February 22, 2024. Mr. Moore raises a good point in that the merit increase under discussion tonight comes after some time has passed since his satisfactory performance review. To that end, a short-term first increase followed by a performance review in February 2024 with the next merit increase

occurring on or close to his anniversary date would be reasonable. On the other hand, the City Council could determine that the ongoing reviews leading to this merit increase preclude the need for a formal review in February 2024 and that the review can be done in September or October 2024 with the merit increase to be implemented in November, as currently prescribed in the draft contract amendment.

As Mr. Moore's request is reasonable, the City Council should consider it and give further direction to the City Attorney and Deputy City Manager. Should City Council agree to Mr. Moore's request, staff will update the attached amended contract and provide to Mr. Moore for his approval and the Mayor for execution. Further, this salary adjustment would also trigger the need to amend the 2023-2024 Citywide Salary and Pay Schedule. Attached for City Council's consideration is Resolution No. CC-2311-XXX adopting an amendment to the 2023-2024 City-wide Salary and Pay Schedule, in compliance with applicable sections of the California Government Code. Should City Council simply wish to adopt the draft amended contract as written, that option is before you as well.

LEGAL REVIEW

The City Attorney's Office has reviewed and approved the staff report, contract amendment and resolution as to form.

FISCAL IMPACT

For fiscal year 23/24 the City Manager's salary has been budgeted at $206,264 plus benefits for a total of $251,489. A budget amended will be needed based on the two options presented. For the first option of increased the City Manager salary to $223,000 this would require a budget amendment of $12,712 for the remainder of FY 23/24. For the second option of increasing the City Manager salary to $223,000 then $240,000 in February 2024 to match the hire date would require a budget amendment of $19,167.

RECOMMENDATION

Staff recommends City Council 1) approve First Amendment to City Manager Employment Agreement in its current form and approve and adopt Resolution No. CC-2311-045, First Amendment to Citywide Salary and Pay Schedule for Fiscal Year 2023-2024; or 2) approve First Amendment to City Manager Employment Agreement as modified to match Mr. Moore's request and approve and adopt Resolution No. CC-2311-045, First Amendment to Citywide Salary and Pay Schedule for Fiscal Year 2023-2024 as modified to match that request; or 3) provide City Attorney and staff further direction.

Attachment (s):
1). First Amendment to City Manager Employment Agreement between the City of Lawndale and Sean M. Moore
2). Resolution No. CC-2311-045 – Approving First Amendment to FY 2023-2024 City-wide Salary and Pay Schedule

ATTACHMENT 1

First Amendment to City Manager Employment Agreement between City of Lawndale and Sean M. Moore

ATTACHMENT 2

Resolution No. CC-2311-045

Resolution of the City Council of the City of Lawndale, California Approving the Second Amendment to City-wide Salary and Pay Schedule for Fiscal Year 2023-2024

RESOLUTION NO. CC-2311-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA APPROVING AN AMENDMENT TO THE PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE AS REQUIRED BY CALPERS FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Lawndale ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council approved Resolution No. CC-2308-034, adopting a publicly available pay schedule for the period covering fiscal year 2023 through 2024; and

WHEREAS, the City Council of the City now desires to amend the pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 to reflect changes made to the City Manager salary, which will become effective on November 6, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby amended and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 effective upon the City Council's approval of the Fourth Amendment to the Amended and Restated Schedule of Salary and Benefits for Central Management Employees.

SECTION 2. That this City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

PASSED, APPROVED AND ADOPTED this 6th 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 of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2311-045 at a regular meeting of said Council held on the 6th 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					
Bernadette Suarez					
Pat Kearney					
Rhonda Hofmann Gorman					

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

EXHIBIT "A"

CITY OF LAWNDALE CITY-WIDE SALARY/ PAY SCHEDULE AMENDMENT FOR FISCAL YEAR 2023-2024

CITYWIDE SALARY AND PAY SCHEDULE AMENDMENT
FISCAL YEAR 2023-24

NOVEMBER 7, 2023

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2002	Deputy City Clerk	72	$5,621	$67,453	$5,902	$70,826	$6,197	$74,367	$6,507	$78,085	$6,832	$81,989	AFSCME MID-MANAGEMENT UNIT (MM)
5006	Assistant Planner	77	$5,908	$70,894	$6,203	$74,438	$6,513	$78,160	$6,839	$82,068	$7,181	$86,172	AFSCME MID-MANAGEMENT UNIT (MM)
5003	Grant/Economic Dev Coordinator	80	$6,087	$73,042	$6,391	$76,694	$6,711	$80,529	$7,046	$84,555	$7,399	$88,783	AFSCME MID-MANAGEMENT UNIT (MM)
3003	Community Services Supervisor	84	$6,334	$76,008	$6,651	$79,808	$6,983	$83,798	$7,332	$87,988	$7,699	$92,388	AFSCME MID-MANAGEMENT UNIT (MM)
1002	Administrative Analyst	85	$6,397	$76,768	$6,717	$80,606	$7,053	$84,636	$7,406	$88,868	$7,776	$93,312	AFSCME MID-MANAGEMENT UNIT (MM)
7003	Assistant Engineer	85	$6,397	$76,768	$6,717	$80,606	$7,053	$84,636	$7,406	$88,868	$7,776	$93,312	AFSCME MID-MANAGEMENT UNIT (MM)
6003	Municipal Services Supervisor	91	$6,791	$81,490	$7,130	$85,565	$7,487	$89,843	$7,861	$94,335	$8,254	$99,052	AFSCME MID-MANAGEMENT UNIT (MM)
8001	Maintenance Supervisor	94	$6,997	$83,960	$7,346	$88,158	$7,714	$92,566	$8,099	$97,194	$8,504	$102,054	AFSCME MID-MANAGEMENT UNIT (MM)
1010	Senior Management Analyst	95	$7,067	$84,799	$7,420	$89,039	$7,791	$93,491	$8,181	$98,166	$8,590	$103,074	AFSCME MID-MANAGEMENT UNIT (MM)
5005	Associate Planner	96	$7,137	$85,647	$7,494	$89,930	$7,869	$94,426	$8,262	$99,147	$8,675	$104,105	AFSCME MID-MANAGEMENT UNIT (MM)
7002	Associate Engineer	105	$7,806	$93,671	$8,196	$98,355	$8,606	$103,273	$9,036	$108,436	$9,488	$113,858	AFSCME MID-MANAGEMENT UNIT (MM)
5004	Senior Planner	107	$7,963	$95,554	$8,361	$100,332	$8,779	$105,348	$9,218	$110,616	$9,679	$116,147	AFSCME MID-MANAGEMENT UNIT (MM)
9001	Cable Television Supervisor	111	$8,286	$99,434	$8,700	$104,406	$9,135	$109,626	$9,592	$115,107	$10,072	$120,863	AFSCME MID-MANAGEMENT UNIT (MM)
5002	Community Development Manager	118	$8,884	$106,607	$9,328	$111,937	$9,794	$117,534	$10,284	$123,410	$10,798	$129,581	AFSCME MID-MANAGEMENT UNIT (MM)
4002	Accounting Manager	119	$8,973	$107,673	$9,421	$113,056	$9,892	$118,709	$10,387	$124,645	$10,906	$130,877	AFSCME MID-MANAGEMENT UNIT (MM)
6002	Municipal Services Manager	123	$9,337	$112,045	$9,804	$117,647	$10,294	$123,529	$10,809	$129,706	$11,349	$136,191	AFSCME MID-MANAGEMENT UNIT (MM)
3002	Community Services Manager	123	$9,337	$112,045	$9,804	$117,647	$10,294	$123,529	$10,809	$129,706	$11,349	$136,191	AFSCME MID-MANAGEMENT UNIT (MM)
3006	Senior Nutrition Specialist	4	$2,857	$34,288	$3,000	$36,003	$3,150	$37,803	$3,308	$39,693	$3,473	$41,678	AFSCME CLASSIFIED UNIT (CL)
8004	Maintenance Worker I	38	$4,008	$48,092	$4,208	$50,497	$4,418	$53,022	$4,639	$55,673	$4,871	$58,456	AFSCME CLASSIFIED UNIT (CL)
6005	Municipal Services Officer I	38	$4,008	$48,092	$4,208	$50,497	$4,418	$53,022	$4,639	$55,673	$4,871	$58,456	AFSCME CLASSIFIED UNIT (CL)
3011	Transit Operator	40	$4,088	$49,059	$4,293	$51,512	$4,507	$54,087	$4,733	$56,792	$4,969	$59,631	AFSCME CLASSIFIED UNIT (CL)
8003	Maintenance Worker II	50	$4,516	$54,191	$4,742	$56,901	$4,979	$59,746	$5,228	$62,733	$5,489	$65,870	AFSCME CLASSIFIED UNIT (CL)
4005	Accounting Specialist	51	$4,561	$54,733	$4,789	$57,470	$5,029	$60,344	$5,280	$63,361	$5,544	$66,529	AFSCME CLASSIFIED UNIT (CL)
5008	Building Permit Specialist	57	$4,842	$58,101	$5,084	$61,006	$5,338	$64,056	$5,605	$67,259	$5,885	$70,622	AFSCME CLASSIFIED UNIT (CL)
6004	Municipal Services Officer II	58	$4,890	$58,682	$5,135	$61,616	$5,391	$64,696	$5,661	$67,931	$5,944	$71,328	AFSCME CLASSIFIED UNIT (CL)
1004	Office /Personnel Assistant	59	$4,939	$59,268	$5,186	$62,232	$5,445	$65,343	$5,718	$68,611	$6,003	$72,041	AFSCME CLASSIFIED UNIT (CL)
1005	Administrative Assistant II	59	$4,939	$59,268	$5,186	$62,232	$5,445	$65,343	$5,718	$68,611	$6,003	$72,041	AFSCME CLASSIFIED UNIT (CL)
3004	Recreation Coordinator	59	$4,939	$59,268	$5,186	$62,232	$5,445	$65,343	$5,718	$68,611	$6,003	$72,041	AFSCME CLASSIFIED UNIT (CL)
4004	Community Services Coordinator	59	$4,939	$59,268	$5,186	$62,232	$5,445	$65,343	$5,718	$68,611	$6,003	$72,041	AFSCME CLASSIFIED UNIT (CL)
4003	Accounting / Payroll Specialist	62	$5,089	$61,064	$5,343	$64,117	$5,610	$67,323	$5,891	$70,690	$6,185	$74,224	AFSCME CLASSIFIED UNIT (CL)
8002	Maintenance Worker III	66	$5,295	$63,544	$5,560	$66,721	$5,838	$70,057	$6,130	$73,560	$6,436	$77,238	AFSCME CLASSIFIED UNIT (CL)
6008	Code Enforcement Officer I	71	$5,565	$66,785	$5,844	$70,124	$6,136	$73,631	$6,443	$77,312	$6,765	$81,178	AFSCME CLASSIFIED UNIT (CL)
7004	Engineering Technician	71	$5,565	$66,785	$5,844	$70,124	$6,136	$73,631	$6,443	$77,312	$6,765	$81,178	AFSCME CLASSIFIED UNIT (CL)
1102	Public Works Inspector	72	$5,621	$67,453	$5,902	$70,826	$6,197	$74,367	$6,507	$78,085	$6,832	$81,989	AFSCME CLASSIFIED UNIT (CL)
6009	Code Enforcement Officer II	77	$5,908	$70,894	$6,203	$74,438	$6,513	$78,160	$6,839	$82,068	$7,181	$86,172	AFSCME CLASSIFIED UNIT (CL)
1006	Executive Assistant	85	$6,397	$76,768	$6,717	$80,606	$7,053	$84,636	$7,406	$88,868	$7,776	$93,312	AFSCME CLASSIFIED UNIT (CL)

Job ID	Current Job Title	Range	Hourly	Hourly	Hourly	Hourly	Hourly	Bargaining Group
3008	Delivery Worker	1	$16.00	$16.80	$17.64	$18.52	$19.45	PART-TIME EMPLOYEES HOURLY (PT)
3005	Recreation Leader	1	$16.00	$16.80	$17.64	$18.52	$19.45	PART-TIME EMPLOYEES HOURLY (PT)
3010	Senior Recreation Leader	4	$16.48	$17.31	$18.17	$19.08	$20.04	PART-TIME EMPLOYEES HOURLY (PT)
9003	CATV Production Assistant	33	$22.00	$23.10	$24.25	$25.47	$26.74	PART-TIME EMPLOYEES HOURLY (PT)
1007	Office Assistant	36	$22.67	$23.80	$24.99	$26.24	$27.55	PART-TIME EMPLOYEES HOURLY (PT)
8005	Maintenance Worker I	38	$23.12	$24.28	$25.49	$26.77	$28.10	PART-TIME EMPLOYEES HOURLY (PT)
6006	Municipal Services Officer I	38	$23.12	$24.28	$25.49	$26.77	$28.10	PART-TIME EMPLOYEES HOURLY (PT)
3012	Transit Operator	40	$23.59	$24.77	$26.00	$27.30	$28.67	PART-TIME EMPLOYEES HOURLY (PT)
9002	CATV Production Assistant II	43	$24.30	$25.52	$26.79	$28.13	$29.54	PART-TIME EMPLOYEES HOURLY (PT)
1103	Emergency Preparedness Coordinator	49	$25.80	$27.09	$28.44	$29.86	$31.35	PART-TIME EMPLOYEES HOURLY (PT)
6007	Municipal Services Officer II	58	$28.21	$29.62	$31.10	$32.66	$34.29	PART-TIME EMPLOYEES HOURLY (PT)
6010	Code Enforcement Officer I	71	$32.11	$33.71	$35.40	$37.17	$39.03	PART-TIME EMPLOYEES HOURLY (PT)
5007	Associate Planner	96	$41.18	$43.24	$45.40	$47.67	$50.05	PART-TIME EMPLOYEES HOURLY (PT)

CITYWIDE SALARY AND PAY SCHEDULE AMENDMENT
FISCAL YEAR 2023-24

NOVEMBER 7, 2023

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2001	Assistant City Clerk	123	$9,337	$112,045	$9,804	$117,647	$10,294	$123,529	$10,809	$129,706	$11,349	$136,191	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1008	Deputy CM/Human Resources Director	160	$13,493	$161,913	$14,167	$170,009	$14,876	$178,509	$15,620	$187,435	$16,401	$196,806	CENTRAL MANAGEMENT EMPLOYEES (CMT)
6001	Director of Municipal Services	142	$11,280	$135,362	$11,844	$142,130	$12,436	$149,237	$13,058	$156,699	$13,711	$164,533	CENTRAL MANAGEMENT EMPLOYEES (CMT)
3001	Director of Community Services	142	$11,280	$135,362	$11,844	$142,130	$12,436	$149,237	$13,058	$156,699	$13,711	$164,533	CENTRAL MANAGEMENT EMPLOYEES (CMT)
5001	Director of Community Development	152	$12,460	$149,524	$13,083	$157,000	$13,738	$164,850	$14,424	$173,093	$15,146	$181,747	CENTRAL MANAGEMENT EMPLOYEES (CMT)
4001	Director of Finance/ City Treasurer	152	$12,460	$149,524	$13,083	$157,000	$13,738	$164,850	$14,424	$173,093	$15,146	$181,747	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1100	Director of Public Works/ City Engineer	152	$12,460	$149,524	$13,083	$157,000	$13,738	$164,850	$14,424	$173,093	$15,146	$181,747	CENTRAL MANAGEMENT EMPLOYEES (CMT)
Job ID	**Current Job Title**												**Bargaining Group**
									Yearly		Yearly		
1001	**City Manager**		---		---		---		**$223,000**		**$240,000**		**Contract**

CITYWIDE SALARY AND PAY SCHEDULE AMENDMENT
FISCAL YEAR 2023-24

NOVEMBER 7, 2023

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2001	Assistant City Clerk	123	$9,337	$112,045	$9,804	$117,647	$10,294	$123,529	$10,809	$129,706	$11,349	$136,191	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1008	Deputy CM/Human Resources Director	160	$13,493	$161,913	$14,167	$170,009	$14,876	$178,509	$15,620	$187,435	$16,401	$196,806	CENTRAL MANAGEMENT EMPLOYEES (CMT)
6001	Director of Municipal Services	142	$11,280	$135,362	$11,844	$142,130	$12,436	$149,237	$13,058	$156,699	$13,711	$164,533	CENTRAL MANAGEMENT EMPLOYEES (CMT)
3001	Director of Community Services	142	$11,280	$135,362	$11,844	$142,130	$12,436	$149,237	$13,058	$156,699	$13,711	$164,533	CENTRAL MANAGEMENT EMPLOYEES (CMT)
5001	Director of Community Development	152	$12,460	$149,524	$13,083	$157,000	$13,738	$164,850	$14,424	$173,093	$15,146	$181,747	CENTRAL MANAGEMENT EMPLOYEES (CMT)
4001	Director of Finance/ City Treasurer	152	$12,460	$149,524	$13,083	$157,000	$13,738	$164,850	$14,424	$173,093	$15,146	$181,747	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1100	Director of Public Works/ City Engineer	152	$12,460	$149,524	$13,083	$157,000	$13,738	$164,850	$14,424	$173,093	$15,146	$181,747	CENTRAL MANAGEMENT EMPLOYEES (CMT)

Job ID	Current Job Title										Bargaining Group
									Yearly		Contract
1001	City Manager		---		---		---		$223,000		FY 2023-2024
			---		---		---		$240,000		FY 2024-2025

CITY OF LAWNDALE

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/ Human Resources Director

SUBJECT: **Approval of Contract Services Agreement for City Council Chamber AV Technology Upgrade Project with Western Audio Visual and Security**

BACKGROUND

The City of Lawndale has been utilizing its current audio-visual technology since approximately 1999. Over the recent past, the City has experienced audio system failures, as most of the audio-visual technology has far exceeded their life expectancy. Based on recent evaluations of the current systems, many of the core components are obsolete and incompatible with new technology and the changing broadcast communication needs. Therefore, staff concluded that the replacement of the audio-visual technology is eminent and recommending a complete system replacement.

STAFF REVIEW

During the Fiscal Year 2022/ 2023 Budget Process, City Council approved funding for the City Council Chamber Audio Visual Technology Project, which includes a Sound Reinforcement System, a Video Presentation/Monitoring System, an Electronic Voting System, and a Control System with Touch Screens. These upgrades are necessary as to provide audio visual operational consistency, avoid system failures and keep abreast with changing technology. Over the last year, staff has worked with Doerschel & Associates to assist in the analysis, review, design and preparation of the equipment list and request for proposal necessary to complete this project.

In February 2023, staff initiated the request for proposal (RFP) process to solicit proposals from professional vendors to furnish specified equipment and materials, and provide all installation labor, programming, adjustments, and training for the complete integration of the City's AV Technology Systems. The City received responses from six (6) qualified vendors.

Company	Proposal Cost
Avidex Industries, LLC	180,548
EIDIM Group Inc., dba EIDIM AV Technology	288,620
Blue Violet Networks	144,840
Western Audio Visual and Security	119,609
Triton Technology Solutions, Inc	169,003
Key Code Media, Inc	205,557

Staff reviewed submitted proposals and ultimately identified Western Audio Visual and Security (WAVS), as the lowest responder for this project.

Western Audio Visual and Security has become one of the leading audio-visual and security systems design, engineering, installation, and repair service companies for the local government market. Their team of staff have over 30 years of combined specialized experience working on Council Chambers and Boardroom designs and integration. WAVS proposal includes replacement of all audio equipment (microphones, mixers, amplifiers, and sound control systems); replacement of all seven (7) dais and city clerk monitors and include new monitors for the staff area with 22" touch screen LCD monitors; and replacement of existing single projector presentation screen and the voting board with two (2) large 85" monitors that would combine an electronic voting system. These upgrades will allow City Council to participate, follow and vote via touch screen monitors; connect and attend meetings remotely; and improve the overall quality of the audio and broadcasting of our meetings for public access.

After several meetings and site visits to one of WAVS most recently completed projects with the City of Cerritos, staff further determined that WAVS has the experience and understanding of the City's project needs. Staff also requested proposals for alternative recommendations for the Council Chamber Project, to include: 1) one 98" display monitor to replace existing single projector presentation screen ($5,282); 2) cloud-based agenda and minutes management package ($13,447); 3) digital nameplates for each dais seat ($10,335); 4) 24" LCD monitors instead of the proposed 22" LCD monitors; and 5) Tightrope/Cablecast Media playback server ($9,116). While staff was very impressed by the additional recommendations, staff believed that the digital nameplate for each dais seat would enhance and contribute to the overall Council Chamber technology upgrade and save the City time and money in the future, as this upgrade would eliminate the need to purchase new name plates for the dais' in the future. Staff would be responsible for updating the digital nameplates, which would be displayed on the dais for each seat.



The original February 2023 WAV proposal was $119,000. However, after several months of discussions, vetting of the project and increases in product pricing, the new total cost of the project to include taxes, one year service plan, shipping and handling, and disposal fees is $132,616 as of October 2023. In addition, staff is recommending adding the digital nameplates for each of the seven (7) dais seats for an added cost of $10,335 and a one year extended warranty and maintenance renewal cost of $5,517. The total cost for the two added features would be $148,468. Staff also recommends including a 10% contingency of $14,847, which would bring the total project cost to an amount not exceed $163,315.

LEGAL REVIEW

The City Attorney has reviewed the attached contract and approves it as to form.

FISCAL IMPACT

City Council approved $125,000 in fiscal year 2022-2023 to upgrade the City Council Chamber AV audio and visual equipment, currently included in the Cable TV budget. This budget was also included in the FY 23/24 budget under account 285-170-550.400 ARPA Funds – Other Equipment account line item. In order to complete the project as recommended by staff, and to include a contingency, a budget amendment of $38,315 is needed in account 285-170-550.400 ARPA funds – Other Equipment. There is no impact to the General Fund all funding for this project will come from ARPA funds for a total of $163,315.

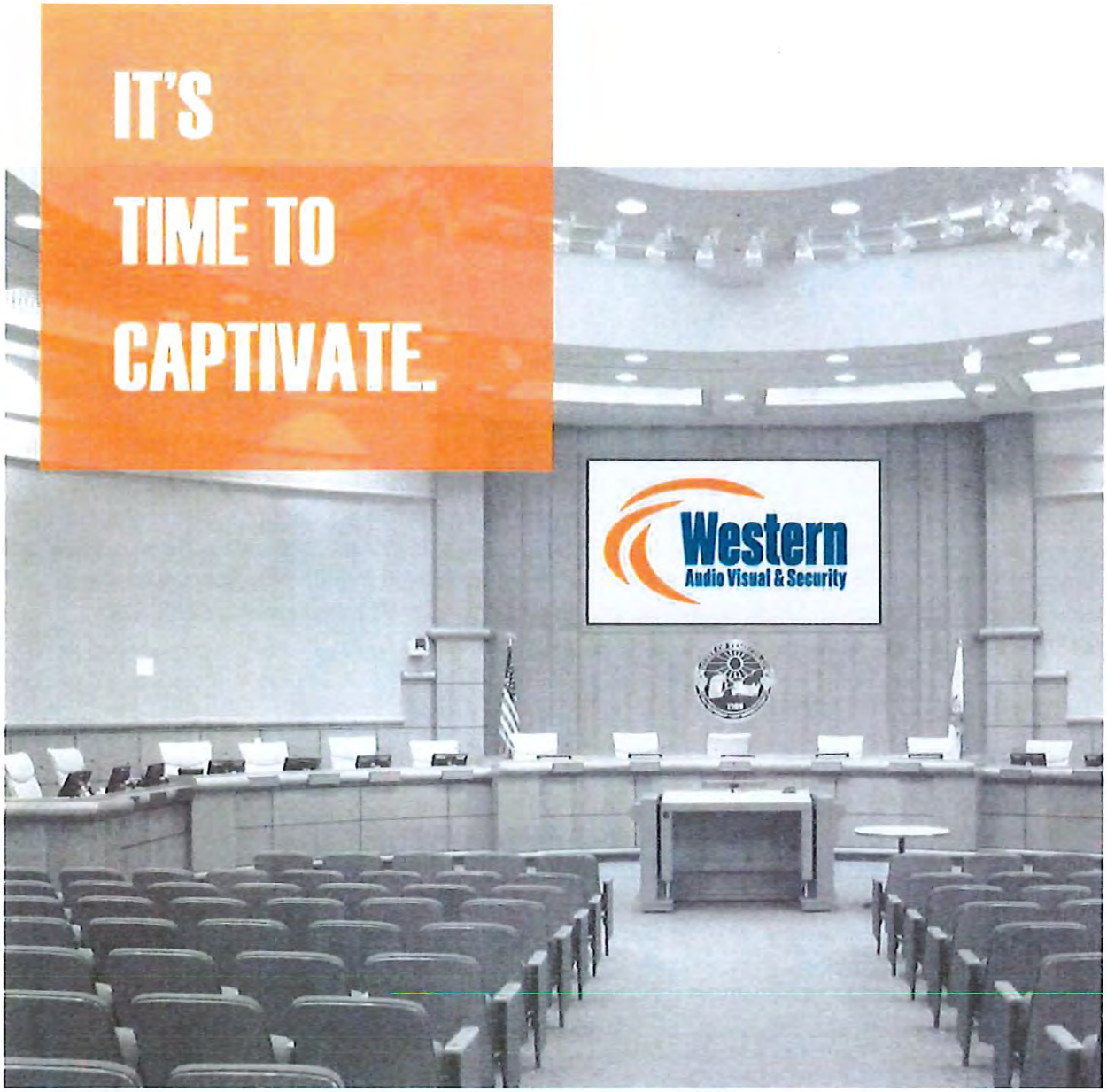
RECOMMENDATION

Staff respectfully recommends that City Council: 1) approve and authorize the City Manager to approve an agreement with Western Audio Visual and Security in a form approved by the City Attorney in the amount not to exceed $163,315 or total project cost approved by City Council to replace the City's City Council Chamber AV Technology; 2) authorize the Director of Finance/City Treasurer to appropriate an additional $38.315, or approved total project cost, from the ARPA to cover the additional proposal costs, plus 10% contingency, to complete this project; or 3) provide City Manager and staff with alternative directions, if needed.

Attachments:
1). Proposal Response from Western Audio Visual and Security
2). Draft Agreement with Western Audio Visual and Security, with RFP, Addendum and Statement of Work
2). October 2023 Cost Proposal from Western Audio Visual and Security, with alternative recommendations.

ATTACHMENT 1

Proposal Response from Western Audio Visual and Security



City of Lawndale

Furnish and Install City Council Chamber AV Technology Systems, RFP No. B2211-16

City Clerk's Office

Attn: Yvette Hall, Assistant City Clerk

14717 Burin Avenue, Lawndale, CA 90260

DUE: February 28th, 2023

February 28th, 2023

City Clerk's Office
Yvette Hall, Assistant City Clerk
14717 Burin Avenue, Lawndale, CA 90260

Re: Furnish and Install City Council Chamber AV Technology Systems RFP No. B2211-16

Dear Yvette,

Thank you for the opportunity to submit our Proposal for the above referenced project based on the specification sent to all bidders. Our proposal is valid 30 days (or longer if contract negotiations are in progress) from the date of submittal.

Western A/V & Security (WAVS), an S-Corp, specializes in the design, sale, installation, and maintenance of multimedia display systems. WAVS and its' Team have been providing turnkey audiovisual system solutions to the corporate, industrial, government and educational marketplace for 30+ years. WAVS is authorized to provide and install all components specified in this Proposal. Please see the attached document titled, "Relevant Project Experience - Recent Government & Municipality Projects" as proof that WAVS has proven and qualified experience in this niche client base.

WAVS understands that the City may request a negotiating process with this proposal.

Statement of Compliance
The Price includes all Engineering, Project Management, Installation, Programming, Equipment, Training, as well as the inclusion of all applicable Taxes, Prevailing Wages, and Freight Charges for the following specified systems:

1) Furnish and Install City Council Chamber AV Technology Systems RFP No. B2211-16

Base Bid Price ($119,609.01)
Western A/V & Security's Price to furnish and install the specified sections above is **One Hundred Nineteen Thousand, Six Hundred and Nine Dollars, and One Cent ($119,609.01),** including all Electronic Waste Tax, Prevailing Wages, and Freight charges as detailed in the attached Pricing Summary. Note, Sales Tax is also included in the above price.

Orange – Los Angeles County
1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County
445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona
4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747

www.wav1.com

February 28th, 2023

Warranty and Preventative Maintenance

The AV Systems are warranted against all defects of materials and workmanship, as a system, as well as individual components, for period of **1 Year** after date of acceptance, or first used (whichever comes first). If individual manufacturers, warranty their equipment for a longer period, the manufacturer's warranty will apply.

Western A/V & Security has also included the cost of four (4) additional and optional years of our Service/Preventative Maintenance Contract:
1st Year= $1,821.00 (50% Off) (INCLUDED IN BASE BID)
2nd Year= $3,642.00
3rd Year= $3,642.00
4th Year= $3,642.00
5th Year= $3,642.00

RFP Addendum:

Western A/V & Security agrees to, and has acknowledged the receipt of all documents, Q&A, and addenda including:

Addendum 1 received on 2/2/2023 HS (initials)

City Responses to RFI received on 2/9/2023 HS (initials)

Thank you for your time and consideration and please feel free to call me if you have any questions or need further information at (714) 637-7272.

Sincerely,

Designated Contact: Hailey Schellin (Account Executive)
Cell: 949-584-7028
haileys@wav1.com
1592 N. Batavia St, Suite 2
Orange CA 92867

I, Hailey Schellin, am the Account Executive authorized to negotiate and bind Western A/V & Security contractually.

Company Data and Qualifications

Legal Name and Address(es):

Legal Name: Western A/V
DBA: Western Audio Visual & Security

1592 N. Batavia St, Suite 2
Orange, CA, 92867
Approximately 10,000 square feet
(Where this project will be managed)

12707 High Bluff Dr, Suite 200
San Diego, CA, 92130

Annual Revenue:

$12-15 Million annually. Western A/V & Security (WAVS) caters to Corporate America, Government, and Higher Education.

Number of years Proposer has been in business providing similar systems and support as specified in the RFP:

Since May of 2005. 18 years.

Dealer Status:

Western A/V & Security is currently in good standing with all the major manufacturers listed within our design for this RFP. Not only does WAVS serve as a dealer to the major manufacturers listed in our design, but WAVS also serves as an authorized service facility for the major manufacturers listed in our design.

History of Firm, Firms' credentials, and Firm Size:

Western A/V & Security has 50 employees.

Following this section, WAVS has provided two documents that go into more detail about the history of our firm. One is titled "Statement of Qualifications" and another is titled "Project Team -Key Personnel". Both documents go into much further detail about our experience, the certifications our staff uphold, and the types of clients we work with on a daily basis.

Ownership Structure:

Catherine Schellin - President
Jay Schellin - CFO
Steve Hollingsworth - Secretary

Firm's vision and Mission Statement:
The WAVS team broke off from a billion-dollar company in 2004. This led us to the vision of being the best in the business, rather than the biggest. Our team witnessed firsthand how those two qualities do not go together.

"Quality means doing it right when no one is looking" – Henry Ford

A description of the Organizations employees' longevity & client base:

Longevity: Our team has been working together for 30+ years. The team at Western A/V & Security considers each other family. If you have the pleasure of working with WAVS on this upgrade, you will see these 'family-like' friendships.

Client Base: WAVS takes pride in their wide array of clients. WAVS caters to corporate clients, including Fortune 500 companies, as well as government clients. Within the past 7 years, WAVS has truly focused on government clients. The reason being, we understand the complexity and niche requests that each government agency has. There are no two government projects of ours that are exactly alike. The references section of this proposal can attest to our experience of working with government agencies.

Client Proximity:
As stated above, Western A/V & Security does not aspire to be a national or international company. Our company believes that a major aspect of the Audio Visual industry pertains to customer service. As shown above, Western A/V & Security has an office in Orange County and San Diego County. We focus on Southern California clients knowing that our Service Department can cater to any service-related item, or an emergency situation with ease. Please refer to the document titled "Recent Government & Municipality Projects" to attest for our familiarity in the Southern California region.

WAVS has traveled nation-wide and will do so only on rare occasion. WAVS is willing to travel for those clients that understand the value of our work. Those clients include National Universities, and Corporate Clients that wish to have all their facilities designed similarly. In turn, these Universities and Corporate Clients can save time knowing that all their facilities have been designed and installed by the same A/V Integrator.

Project Understanding:
Western Audio/Visual & Security has become well known within the Civic and Government market. As mentioned in the cover letter, our Team has over 30 years of experience with similar types of equipment and integrated systems that are listed within the RFP for the City of Lawndale Council Chamber A/V Upgrade. Due to our extensive experience, we have a proven track record in providing quality and efficient system designs, installations, and repair services for our audio-visual and security systems.

The best proof of our understanding of the work to be performed is that we are the team that Consultants and Suppliers, like Crestron, come to for help with City & Municipality projects. Our Lead Engineer, Erik Wilson, has worked on more Council Chambers than any other Engineer in the Southern California area. Many vendors can succeed with a simple conference room project, but not many can succeed in the world of Boardrooms and Council Chambers. Council Chamber and Boardroom projects can truly speak to our qualified and abundance of experience, as they are known to be one of the most complex types of systems to design and integrate.

We are the team that City's come to when the low bidder did not work out. We currently have two City contracts where we are cleaning up the mistakes of an inexperienced vendor. **Our biggest compliment came from a very large Consulting Firm that asked Crestron for their 5 biggest City Project References, and all 5 Projects were WAVS Projects.**

The key to a successful installation for this type of project is prior experience and good preparation before coming on-site. Since we are typically doing large installations ranging between $1 Million and $3 Million in revenue, we understand more than others that attention to all the small details is critical. Our team has been doing City and County projects for over 30 years. Your project has less critical stages than most projects, but our attention to detail will still make a big difference in the final result.

It is evident that our company's resume and reputation can attest as to why we are the most qualified & competitive vendor for this RFP.

Please see the attached document titled, "Recent Government & Municipality Projects" which can attest to our experience in working with Government agencies like the City of Lawndale.

Western
Audio Visual & Security

Relevant Project Experience - Recent Government & Municipality Projects

City Projects:

1. City of Aliso Viejo* ($119k)
2. City of Anaheim* ($831k)
3. City of Azusa ($106k)
4. City of Banning* ($211k)
5. City of Barstow* ($212k)
6. City of Beaumont* ($10k)
7. City of Big Bear Lake* ($175k)
8. City of Brea ($643k)
9. City of Bishop* ($81k)
10. City of Buena Park*($596k)
11. City of Carlsbad ($616k)
12. City of Cerritos* ($501k)
13. City of Chino* ($739k)
14. City of Chino Hills* ($225k)
15. City of Chula Vista* ($558k)
16. City of Colton* ($200k)
17. City of Corona* ($1.0M)
18. City of Coronado ($30k)
19. City of Costa Mesa ($210k)
20. City of Covina* ($166k)
21. City of Cypress* ($290k)
22. City of Del Mar* ($105k)
23. City of Diamond Bar ($67k)
24. City of Downey* ($137k)
25. City of Eastvale ($4k)
26. City of El Monte ($31k)
27. City of El Segundo ($34k)
28. City of Encinitas* ($417k)
29. City of Fontana* ($97k)
30. City of Fullerton ($217k)
31. City of Glendora* ($438k)
32. City of Goleta* ($214k)
33. City of Hawaiian Gardens* ($200k)
34. City of Hemet ($6k)
35. City of Hesperia* ($609k)
36. City of Hermosa Beach ($190k)
37. City of Huntington Park*($7k)
38. City of Imperial Beach* ($270k)
39. City of Irvine* ($152k)
40. City of Irwindale* ($121k)
41. City of La Habra*($303k)
42. City of La Mesa* (224K)
43. City of La Puente ($34k)
44. City of Laguna Beach*($170k)
45. City of Lomita* ($10k)
46. City of Manhattan Beach* ($393k)
47. City of Mission Viejo* ($747k)
48. City of Moreno Valley ($11k)
49. City of Murrieta ($816k)
50. City of National City* ($98k)
51. City of Ojai* ($25k)
52. City of Ontario ($321k)
53. City of Orange ($540k)
54. City of Oxnard* ($147k)
55. City of Perris* ($131k)
56. City of Placentia ($59k)
57. City of Pomona* ($194k)
58. City of Port Hueneme* ($217k)
59. City of Rancho Mirage* ($228k)
60. City of Rancho Palos Verdes*($100k)
61. City of Redlands ($20k)
62. City of Redondo Beach ($38k)
63. City of Riverside* ($225k)
64. City of Rolling Hills Estates* ($156k)
65. City of San Clemente* ($28k)
66. City of San Fernando* ($25k)
67. City of San Juan Capistrano* ($136k)
68. City of San Marcos* ($399k)
69. City of San Marino ($2K)
70. City of Santa Clarita* ($67k)
71. City of Santa Ana ($542k)
72. City of Santa Barbara ($779k)
73. City of Santa Fe Springs* ($130k)
74. City of Santee* ($575k)
75. City of Signal Hill ($6k)
76. City of Simi Valley* ($272k)
77. City of Solana Beach* ($109k)
78. City of Temecula* ($1.5M)
79. City of Tustin* ($607k)
80. City of Upland* ($115k)
81. City of Ventura* ($305k)

Orange – Los Angeles County
1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County
445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona
4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747

www.wav1.com

Western
Audio Visual & Security

82. City of Victorville * ($1.6M)
83. City of Villa Park* ($82k)
84. City of Vista ($89k)
85. City of Walnut * ($214k)
86. City of West Covina ($54k)
87. City of West Hollywood ($991k)
88. City of Westminster ($135k)
89. City of Whittier* ($355k)
90. City of Yorba Linda* ($208k)

County & District Projects:

1. Civil Rights Institute* (436k)
2. Columbia Space Center* ($200k)
3. Coachella Valley Water District* ($709k)
4. County of Inyo* ($94k)
5. County of Los Angeles ($300k)
6. County of Orange* ($227k)
7. County of Riverside* ($245k)
8. County of San Bernardino* ($1.2M)
9. County of San Diego* ($250k)
10. Eastern Municipal Water District* ($110k)
11. El Toro Water District* ($90k)
12. First 5 - San Bernardino* ($97k)
13. Desert Water Agency* ($150K)
14. Inland Empire Utilities Agency* ($570k)
15. Irvine Ranch Water District* ($300k)
16. Jurupa Community Services District* ($8k)
17. Long Beach Water ($12k)
18. Los Angeles County Bar Assoc. ($345k)
19. Los Angeles Fire Police Pension ($200k)
20. Omnitrans* ($73k)
21. Orange County Fire Authority* ($559k)
22. Orange County Sanitation District* ($148k)
23. Otay Water District ($153k)
24. Port of Los Angeles* (250k)
25. Rancho California Water District* ($16k)
26. Reg. County OCC Center * ($120k)
27. SBCERA* ($110k)
28. San Bernardino Valley Municipal Water District* ($206k)
29. SDCERS* ($250k)
30. San Diego District Attorney* ($244k)
31. San Diego Medical Examiner* ($375k)
32. Santa Margarita Water District* ($50k)
33. South Orange Community College District* ($153k)
34. The Toll Roads* ($25k)
35. Vallecitos Water District ($93k)
36. Victor Valley Transit Authority* ($28k)
37. Vistra Moss Landing ($21k)
38. Yorba Linda Water District* ($153k)

Blue indicates projects in progress
Red indicates maintenance contracts
*** indicates design/build**

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Western
Audio Visual & Security

Statement of Qualifications

OUR COMPANY PROFILE

LET US BE YOUR GAME CHANGER

WWW.WAV1.COM

While Western Audio Visual & Security is primarily a Southern California based company, our coverage extends north to the central California region and east to Nevada and Arizona.

ORANGE/LA COUNTY

1592 Batavia Street, Suite 2
Orange, CA 92867

(714) 637-7272

(714) 637-7330

SAN DIEGO COUNTY

12707 High Bluff Dr., Suite 200,
San Diego, CA, 92130

(760) 438-1200

(760) 438-0066

Western Audio Visual & Security is a design-build audio visual and security firm specializing in the design, engineering, installation, and service of corporate, civic and education audio visual and security systems.

Our team is made up of highly recognized industry veterans with over 30 years of experience integrating solutions within executive boardrooms, conference rooms, auditoriums, training rooms, video conferencing suites, command/control centers and corporate headquarters throughout Southern California.

Starting with AV budgeting exercises and following through to post installation support, the Western Audio Visual & Security team is well equipped to take any project from it's design stage to final installation.



Years in the Industry	Top Ranked Service	Million $+ Projects	Certifications
34	#1	25+	100+

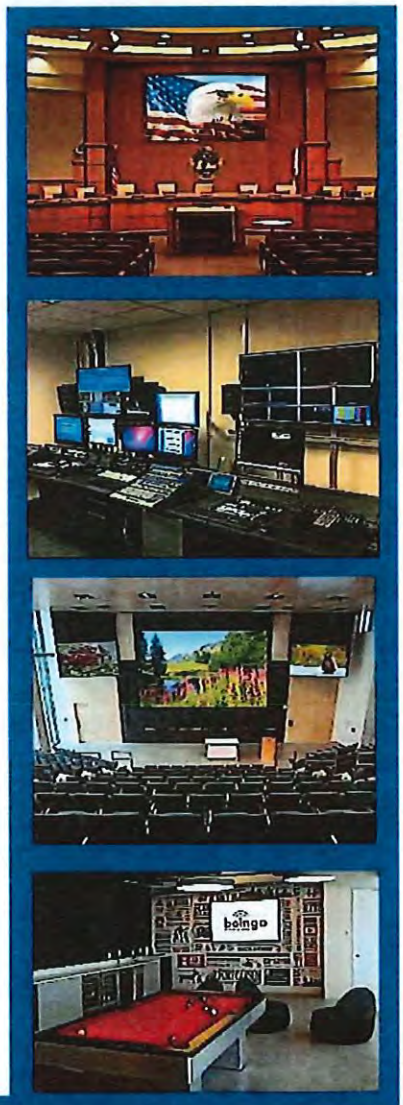
AUDIO VISUAL SERVICES



Western Audio Visual & Security is a full service systems integration company providing the design, engineering, installation and service of sophisticated audio visual and security systems.

Providing turnkey AV and security solutions for:

- BOARDROOMS AND CONFERENCE ROOMS
- TRAINING ROOMS AND CLASSROOMS
- COMMAND AND CONTROL CENTERS
- AUDITORIUMS AND LECTURE HALLS
- VIDEO CONFERENCING SUITES
- COUNCIL CHAMBERS
- DIGITAL SIGNAGE
- HUDDLE SPACES
- BROADCAST SOLUTIONS





AV INSTALLATION & TRAINING

Our staff of highly trained technicians ensures our clients receive the utmost quality & professionalism during the installation phase. With a focus on constantly improving, Western AV & Security technicians hold certifications with all major manufacturers. Leveraging years of experience with an unmatched attention to detail, our staff of dedicated technicians are well equipped to perform at a high level. Upon completion of each installation, a certified Western AV & Security trainer will host end user training sessions. These training sessions give clients the ability to use the AV systems in a comfortable, stress free environment. Once complete, our clients will have all the tools necessary to present, collaborate, and communicate using the most up to date audiovisual technology.

DESIGN : BUDGETING : NEEDS ANALYSIS

The first step in any new project is identifying the functionality required while creating a realistic AV budget to work from. Western AV & Security's team of design specialists works with each client to define the needs of individual users and ultimately, configure what technology is needed to create collaborative, easy-to-use, future proof meeting spaces.

PROJECT MANAGEMENT

Western AV & Security understands that up front planning and coordination throughout a project will ensure its ultimate success. A PMP certified project manager will be assigned to every new project. Our project managers oversee all aspects of the installation from communicating infrastructure with various trades (architects, general contractors, etc.) to scheduling the installation team and ensuring all systems are installed on time and within budget.

SERVICE & CUSTOMER SUPPORT

Western AV & Security understands the importance of limiting downtime related to any installation and our team of service professionals are available 24/7 to support our clients when the need arises. In addition to technical support, parts replacement and equipment repair, Western AV & Security's service team offers a variety of customized Preventative Maintenance Plans to safeguard your investment. Some of the Customer Support Services that we provide are:



- Direct phone numbers with all phones forwarded to individual cell phones for a better access to Western's personnel.
- Complete Training Sessions tailored to specific end-users requirements.
- Organized and complete system documentation with every system.
- 24-Hour Technical Support with all Maintenance and Service Plans
- Standard and Customized Maintenance and Warranty Service Programs

SECURITY SERVICES

- Reliable Solutions
- Service Focused
- Top Technology

Western AV & Security designs, installs, services and monitors seamlessly integrated electronic physical security solutions for a wide range of clients in southern California. Physical security equipment must provide the highest level of protection without fail for your assets. Western AV & Security partners with only the best equipment and software manufacturers to ensure what you want secured stays secure. Serving clients of all sizes, Western AV & Security will design a solution to meet both your current needs as well as provide the flexibility to support your future growth.

Most importantly, Western AV & Security provides a wide array of professional services to ensure your investment is protected and continues to operate as originally designed.



SOLUTIONS

- Intrusion Protection
- Video Surveillance
- Access Control
- Monitoring Solutions
- Alarm Verification
- Integration

QUALIFICATIONS & CERTIFICATIONS

Audio Visual Manufacturer Certifications

Western Audio Visual & Security prides itself in the elite group of manufacturers we use in our projects. Our team of engineers and project managers are also certified in various divisions of these industry leading brands. Here are just some of those industry leaders we work directly with and are certified with...

Security Certifications

Western Security adheres to the highest standards set by industry leaders throughout the Security community. Our team of dedicated, expertly trained engineers, systems sales consultants, project managers, CAD designers, installers, and service technicians take part in industry leading and manufacturer training and certification programs, some of which are listed below...

FEATURED PROJECTS

Skyworks Solutions, Inc. Corporate Headquarters

Irvine, CA



Skyworks manufactures semiconductors for use in radio frequency (RF) and mobile communications systems. Its products include power amplifiers, front-end modules and RF products for handsets and wireless infrastructure equipment. The company's portfolio includes amplifiers, attenuators, circulators, demodulators, detectors, diodes, directional couplers, front-end modules, hybrids, infrastructure RF subsystems, isolators, lighting and display solutions, mixers, modulators, optocouplers, optoisolators, phase shifters, PLLs/synthesizers/VCOs, power dividers/combiners, power management devices, receivers, switches and technical ceramics.

The company formed as a result of a merger of Alpha Industries and the wireless communications division of Conexant, which took effect on June 26, 2002. Headquartered in Irvine, California, Skyworks has manufacturing facilitiesand design centers all across the country and in Mexico and Canada. According to its website, the company has design, engineering, manufacturing, marketing, sales and service facilities throughout North America, Europe, Japan and Asia.

Skyworks' corporate headquarters houses a variety of administrative and support functions, as well as application engineering support, sales, marketing, operations, quality and supply chain teams. Irvine is also home to their design center for custom and standard analog and mixed signal semiconductors.

General Project Summary:

For Skyworks recent expansion into a new building at their Irvine Headquarters, Western Audio Visual and Security was selected to provide both Audio Visual and Security and Access Control Systems. The AV Systems included various system types, including an impressive Floor-To-Ceiling 4X4 Video Wall for their Lobby, featuring Planar 55" Display, Elevator Lobby Display featuring the 1x4 Planar 55" Displays, a Multi-Purpose Divisible Room featuring a Planar 100" UHD Display with full Broadcast Capability for Company Wide Meetings, Executive Boardroom and Customer Conference Rooms, featuring Crestron Control and DigitalMedia Signal Distribution Systems with Polycom Videoconferencing System and Shure MXA910 Ceiling Microphones with Biamp DSP's. In addition, the building also included (26) Large and Small Conference Rooms Featuring Samsung Displays and Crestron HDMI Tx/Rx Systems, (18) Team Rooms, (33) Offices and (14) Executive Offices all featuring Samsung Displays and Crestron Tx/Rx Systems.

FEATURED PROJECTS

LA Biomed Research Institute

1124 W Carson St

Torrance, CA 90502



LA BioMed is an incubator of innovation with a global reach and a 66-year reputation of improving and saving lives. Driven by the positive social impacts of breakthrough therapies, the Southern California-based research institute and incubator – with over 100 principal investigators (PhDs, MDs and MD/PhDs) working on over 600 research studies, including therapies for multiple orphan diseases – is an essential element to one of the nation's top-ten biotech clusters.

Located in a 78,000-square foot, $65-million research building at LA BioMed next to the Harbor-UCLA Medical Center in Torrance. An 18,000-square foot facility that offers users access to state-of-the-art lab and office facilities, more than $1 million in shared scientific equipment, and world-class programming and events; and, Premium co-working space that is designed to scale to a company's growth, whether a single lab bench or a suite of offices.

General Project Summary:

LA BioMed selected Western Audio Visual to provide the AV Systems, designed by WaveGuide Consulting. The systems included both a Multi-Purpose and Event Space, each show casing Christie Digital 4x4 Video Walls for Presentation, Crestron DigitalMedia and NVX Signal Distribution and Control, Shure Wireless Microphone Systems, Panasonic HDSDI Camera's with Full Broadcast/Streaming Capabilities. Multiple Offices, Conference Rooms and Executive Boardroom with LG Displays, Crestron Control and NVX Systems and Airtame Wireless Presentation Systems.

FEATURED PROJECTS

CalAmp

15635 Alton Parkway, Suite 250
Irvine, CA, 92618

2200 Faraday Ave., Suite 220
Carlsbad, CA, 92008



CalAmp is a global technology solutions pioneer transforming the mobile connected economy. They help reinvent businesses and improve lives around the globe with technology solutions that streamline complex mobile IoT deployments and bring intelligence to the edge.

Their software and subscription-based services, scalable cloud platform and intelligent devices collect and assess business-critical data from mobile assets and their contents.

Headquartered in Irvine, California, CalAmp has been publicly traded since 1983 and has 20 million products installed and over 1.3 million software and services subscribers worldwide. LoJack® is a brand of CalAmp and a leader in stolen vehicle recovery and innovative automotive services.

General Project Summary:

CalAmp selected Western Audio Visual & Security to complete an audiovisual system upgrade in their office located in Carlsbad, California. The project consisted of upgrades in board rooms, conference rooms, hub rooms, digital signage and private offices.

The conference rooms utilized Crestron room schedulers, Crestron Mercurys for audio and video capabilities and Samsung flat panel displays ranging from 50"-98" in size. The private offices utilized 50" Samsung flat panel displays. The bull pen and reception areas were outfitted with digital signage components including 55"-65" Samsung flat panel displays. CalAmp opted in for a one year maintenance contract. Western AVS also completed the same work for Cal Amp for their Irvine offices in 2021.

FEATURED PROJECTS

City of Chino – Police Department

5450 Guardian Way

Chino, CA 91710



The Chino Police Department provides for the public safety response needs of the community through services that support the Department's commitment to Organizational Excellence. Through these efforts, the Police Department strives to meet the community's needs for the protection of life and property and enhance the quality of life for those who work, live, and play in Chino.

The Department's mission is to provide a balance between the concepts of "the spirit of the law" and "the letter of the law." The Department is organized into operational and support functions that provide efficient emergency responses, pro-active enforcement, follow-up investigations of crimes and accidents, apprehension of criminals and preparation for criminal prosecutions, recovery of stolen property, and the prevention of crime through crime prevention efforts in partnerships with the citizens of the community.

General Project Summary:

The City of Chino Police Department awarded Western Audio Visual the opportunity to build their new Real Time Crime Center. This Real Time Crime Center included ten (10) 55" Christie LED LCD's completing a 2 x 5 video wall.

As far as processing, Western Audio Visual installed the Christie Phoenix System, which is user friendly, and gives multiple windowing possibilities and presets. If in the event the staff within the Real Time Crime Center needs to hear the audio associated with one of the video feeds on the wall, Western AV installed two ceiling speakers that can be controlled by table-top knobs.

FEATURED PROJECTS

City of Ventura – Council Chamber

501 Poli Street

Ventura, CA, 93001



The City of Ventura is a full-service government serving approximately 106,000 residents. Ventura is located between Malibu and Santa Barbara on the Pacific Ocean, overlooking Anacapa and Santa Cruz islands. Ventura is a vibrant beach town with world class recreational opportunities, a vibrant, historic downtown teeming with history and a friendly, welcoming community.

The City is comprised of 10 departments including City Attorney, City Manager, Community Development, Finance & Technology, Fire, Human Resources, Parks & Recreation, Police, Public Works and Ventura Water.

General Project Summary:

The City of Ventura selected Western Audio Visual & Security for the installation and integration of the new AV system for the Council Chamber as well as a complete upgrade of their live broadcast studio.

The upgraded system included a 100" 4K LCD display and a 85" 4K LED display for prime viewing. Each dais position received a 24" monitor, 18" gooseneck microphone, Clock Audio capacitive touch mute switch, RDL decora-style speaker and 5" touchscreen for voting and request to speak. A new Brightline lighting system and Panasonic HD cameras for broadcast/ streaming were also installed in the chamber and community room. The live broadcast studio included a Black Magic ATEM production switcher and control panel, a Panasonic camera controller and a Compix Media ConverG1 for lower thirds. The City of Ventura also purchased a One Year Preventative Maintenance & Service Contract from Western AV.

FEATURED PROJECTS

Otay Water District

2554 Sweetwater Springs Blvd.

Spring Valley, CA, 91978-2004



Otay Water District is a water, recycled water, and sewer service provider.

The District provides water service to customers within roughly 125 square miles of southeastern San Diego County, California. Its facilities serve the water, recycled water, and the sewer needs of customers residing in the communities of Spring Valley, La Presa, Rancho San Diego, Jamul, eastern Chula Vista, and eastern Otay Mesa along the international border with Mexico.

General Project Summary:

Otay Water District selected Western Audio Visual & Security to upgrade their Boardroom AV systems.

WAVS upgraded the entire switching and distribution system to a Digital Media system and installed two 9,500 Lumen laser projectors using Stewart projection screens within the room. In addition, WAVS installed a 60" LED display which is used to display the board members voting results. The board members cast their vote using button keypads and utilize custom programming to manage all voting for board members.

Additionally, WAVS installed a total of seven 19.5" monitors on the front side of the dais to be used as digital name plates and two PTZ cameras for web conferencing, streaming & recording. To manage the existing audio system, a new DSP system was installed and programmed.

FEATURED PROJECTS

University Lab Partners
5270 California Ave.
Irvine, Ca. 92617



UCI Applied Innovations & Dartbrook Partners, LLC. is a dynamic, innovative central platform of the Orange County entrepreneurial ecosystem which includes the UCI campus, entrepreneurs, investors and the business community. Together they collaborate and commercialize discoveries designed to benefit humankind and have an economic impact that leads to innovations, growth and job creation.

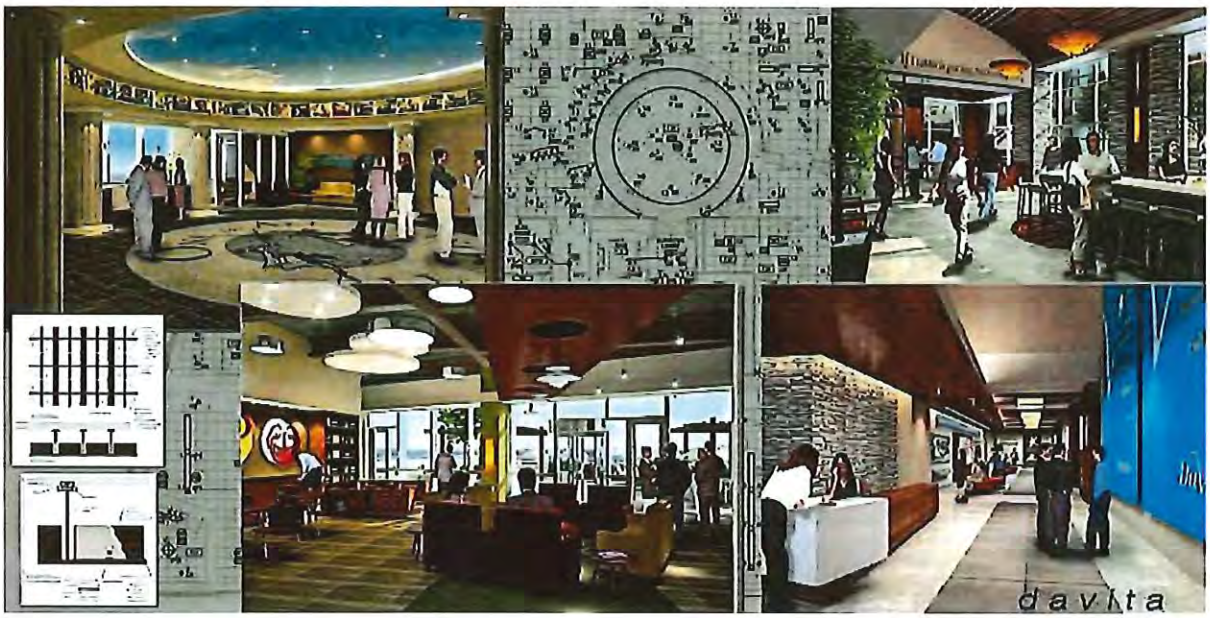
General Project Summary

Western Security was tasked with developing, installing and implementing a dynamic access control and camera solution for the first planned co-laboratory space. Consisting of a large number of individual access doors and cameras. Western implemented a Cloud Access Contol Solution providing a user friendly experience and ease of administration management, with excellent reporting and auditing as required by the Lab Charter.

FEATURED PROJECTS

DaVita Heath Care Partners, Inc.

601 Hawaii St.
El Segundo, Ca. 90245



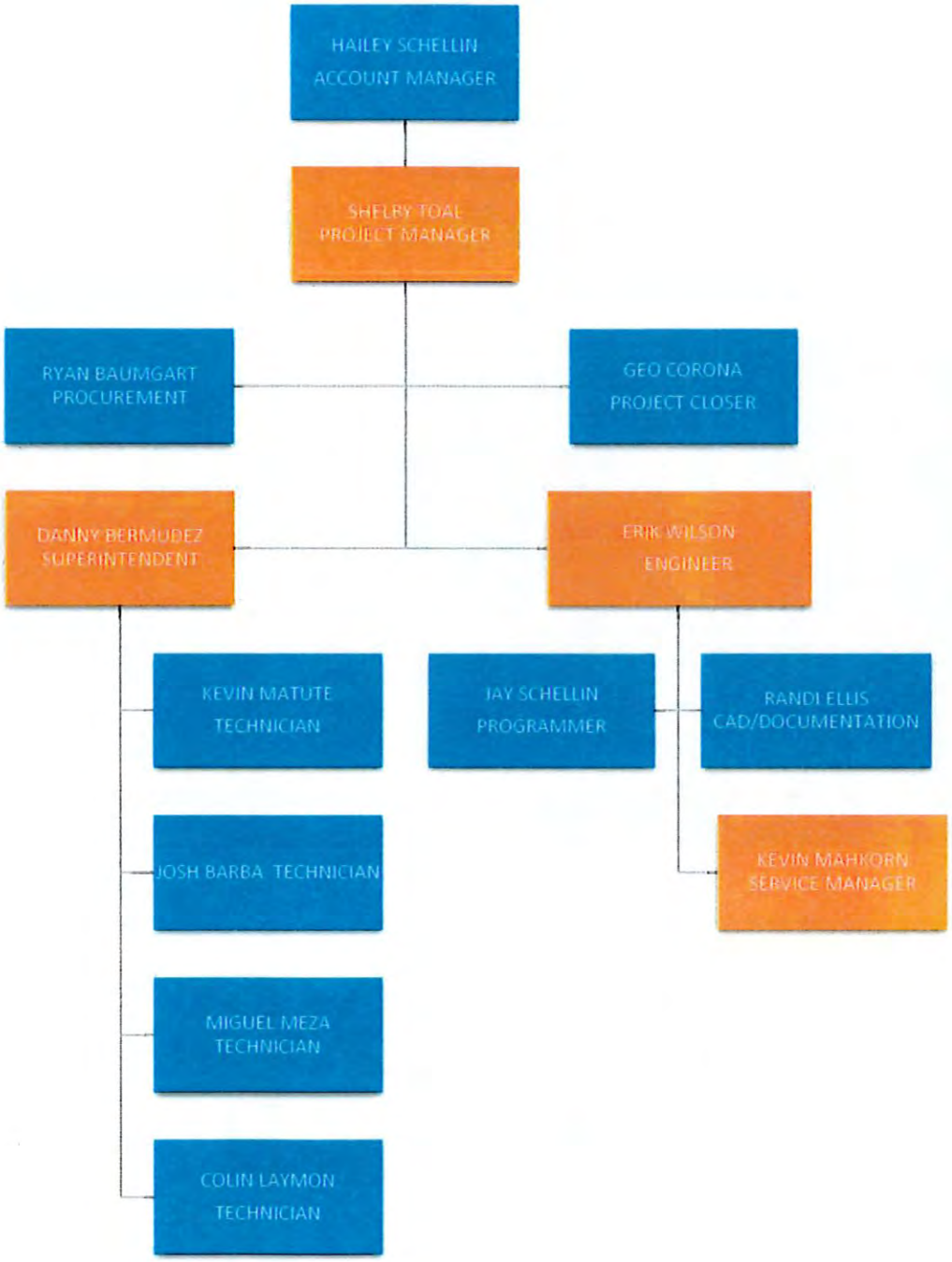
A Fortune 500 kidney care service provider, the DaVita World Headquarters and training facility is the heart of DaVita for its 41,000 "teammates" who work in over 1,900 dialysis clinics across the country.

Designed to accommodate 950 "teammates" locally, the facility supports a unique culture and provides a workplace environment where the CEO is the Mayor of the DaVita "village", teammates work in "neighborhoods", and where thousands of teammates annually come for training and support at "DaVita University".

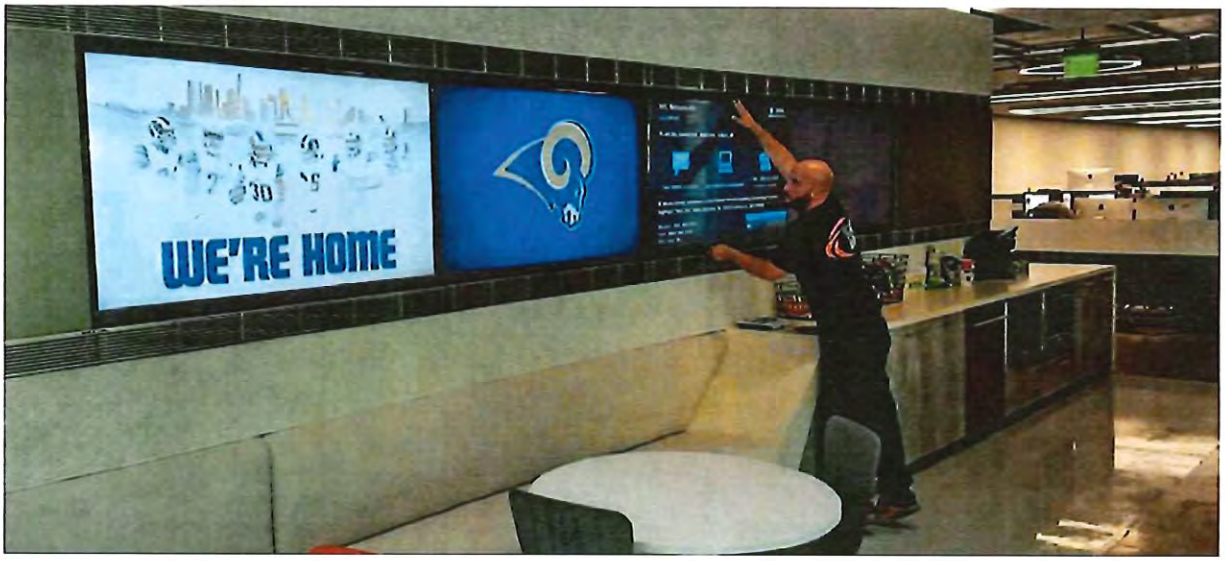
General Project Summary

Western was selected as the security partner for this project based on our ability to provide a solution allowing unified database and management across multiple facilities. This project included design installation, implementation and management of Access Control with Database Integrated Photo ID Badging, High Resolution IP Camera System with ACS Integration & Intrusion Protection Systems. With the unique Corporate Culture provided by DaVita it was essential to provide systems flexible enough to accommodate an open work experience yet secure enough to meet requirements for Health Care providers.

City of Lawndale
Proposed Project Team



Western
Audio Visual & Security



PROJECT TEAM & KEY PERSONNEL

PROJECT TEAM:
KEY PERSONNEL

JAY SCHELLIN, General Manager

Jay has over 38 years of experience in the audiovisual industry. In 1986, Jay started J.O.S. Projection Systems, Inc. which provided integrated system solutions to a diverse clientele. Some of these clients included: NASA, JPL, Intel, Hughes, Motorola, Northrop, Charles Schwab, as well as all branches of the military. With offices in Los Angeles, San Diego and Phoenix, J.O.S. primarily served the Southwestern U.S. In 1998, J.O.S. was acquired by the largest audiovisual company in the U.S. to transition them into the System Integration business. As part of the sale, Jay remained on board until 2001 as Vice-President of Systems Integration Group. In 2005, Jay started Western Audio Visual where several employees followed, due to Jay's loyalty and leadership skills. Upon building a reputable name in the AV industry with Western Audio Visual, Jay expanded the company by acquiring a security business as well, where Western Audio Visual & Security is now well-known among both industries. Jay is an alumni of Pepperdine University, where in his senior year, he was drafted by the Oakland Athletics. His career with the A's lasted three years at which time he began his career outside of baseball in the mainframe division of National Semiconductor.

ERIK WILSON, Design Engineer, CTS-D, DMC-E, DMC-D, BE2, Biamp Tesira

Erik has over 30 years of experience in the audiovisual industry and is considered by many in the AV industry as one of the top engineers in the country. Erik started his career in the audiovisual industry with Ampro in Florida before moving to California and working with J.O.S. Projection Systems. He has also traveled all over the world for British Petroleum designing and fine-tuning Control Room Displays utilizing edge blending. He has performed many different jobs in the audiovisual world including, Final Setup Technician for CRT projectors, Service Technician, Project Manager, System Designer, System Sales, Engineer and is now currently a Design Engineer at Western Audio Visual & Security. He has an AA degree in Electronics and many certifications including those from Biamp, Crestron, Christie, AMX, Panasonic and more. Erik also holds a CTS-D certification from AVIXA and DMC-E from Crestron Electronics. He has designed many high-profile projects including: Eastern Municipal Water District, City of Glendora, City of Anaheim, Fandango, City of Temecula, Viasat, Intuit, Too Faced, Children's Hospital of Orange County, City of San Marcos and City of Brea. He specializes in projects ranging from $750,000 to $2,000,000+.

PROJECT TEAM:
SALES

STEVE HOLLINGSWORTH, Account Manager, DMC-D

Steve has over 30 years of experience in the audiovisual industry. Steve started out with J.O.S. Projection Systems in 1994 and was part of the group that was acquired by MCSi in 1998. While there, he ran the most successful region in the company. He has worked as a System Designer, Salesperson, Project Manager and Regional Manager in the AV industry. His experience working on large, high-profile projects has impressed industry peers as well as clients. Due to his broad technical knowledge, Steve has the ability to solve complex integration challenges. The key phrase "Experience is Golden" certainly applies to him, and gives his clients the greatest benefit of all. Steve graduated with a Business Administration degree from San Diego State University and began his career with the San Diego Padres as a Project Manager in the Stadium Operations Department. Steve's client list includes, but is not limited to: Northrop Grumman, Viasat, Intuit, Children's Hospital of Los Angeles, University of California Riverside and County of San Diego.

JENNIFER BROWN, Account Manager

Jennifer has over 30 years of experience in the audiovisual industry. Her extensive career includes positions as a Senior Account Manager, Senior Sales Engineer, and Senior Sales Consultant with prominent AV integrators. She holds a Bachelor of Arts from the University of California at Santa Barbara, and has completed numerous AV manufacturer training courses. Jennifer takes great pride in working closely with her clients to provide and implement high quality, highly effective AV solutions to a wide range of customers and markets. Jennifer also sits on the Los Angeles based non-profit Bresee Foundation Board of Directors and Blind Children's Center Board of Directors.

STEPHEN WISNER, Account Manager, DMC-D, DMC-D-4k, Biamp, Cisco, Listen, Polygom, Mersive

Stephen has over 29 years of experience in the audiovisual industry. Stephen has worked as an Installer, Programmer, Project Manager and Sales Representative in the AV market, providing audio/video integration services and consulting to end-users. Because of his work ethic and detailed approach to project design and integration, Stephen has an excellent reputation in the industry. Stephen puts a strong emphasis on customer service which is why he has a long record of successfully guiding local and national clients with their audiovisual desires and needs. Stephen's passion for low voltage integration and his focus on audiovisual design trends provides a welcomed approach on projects by project professionals and clients alike. Stephen holds multiple certifications including with Crestron, Biamp, Cisco, Listen, Polygom and Mersive.

HAILEY SCHELLIN, Account Manager

Hailey has worked in the audiovisual industry for 10 years as an Account Executive for Western Audio Visual & Security. While at Western, she has become the expert in government contracts and has contracted with over 120 municipalities. Hailey stands out in the industry because of the relationships she garners with her clients and how she oversees the client is receiving exactly what they want from start to finish of each project. Hailey specializes in Council Chambers, Boardrooms, Traffic Management Centers and Emergency Operations Centers. Some of Hailey's key accounts include: City of Anaheim, City of Ventura, Coachella Valley Water District, City of Buena Park and Orange Police Department. Hailey graduated from the University of Arizona with a Bachelor's degree in Communications and a minor in Business.

PROJECT TEAM:
ENGINEERING

PHIL ALDERSON, Director of Engineering, CTS-I, CCNA, DMC-D, DMC-T, BE2, DM-NVX, CTI-CSD, CTS, Biamp Tesira

Phil has over 20 years of experience in the audiovisual industry. Over his 20+ years of experience in the audiovisual industry, Phil has had many different job functions including Installation Supervisor, Project Manager, Field Engineer and Sales Engineer. Because of his significant experience, Phil continued to work his way up in the industry, where he is now the acting Director of Engineering at Western Audio Visual & Security. Phil is known around the office for his "can-do" attitude and his willingness to offer his expertise on especially challenging projects. Phil has multiple certifications including: Clearone, Lutron, AMX, Biamp, SVSi, QSC, Scala and Polycom. He has been a part of projects ranging from corporate, government, higher education, as well as performing arts. Some high-profile projects Phil has headed include: Taco Bell, Herbalife, New York Life, Too Faced Cosmetics and various colleges throughout southern California.

KEVIN LAYMON, Engineer, DMC-D, Biamp Tesira

Kevin has over 10 years of experience in the audiovisual industry. Kevin started in the industry in 2014 working as an Installation Technician and was quickly promoted to Lead Technician. His attention to detail and communication skills led to yet another promotion as Project Closer. He now works as a Sales Engineer for Western Audio Visual & Security, a position he continues to excel at. Kevin is responsible for trouble shooting, testing and configuring the audio visual system for final sign-off by the customer and/or the consultant. Kevin is best known for his attention to the client, and has been known to drop what he is doing in order to help clients when they are in a pinch or in need of immediate troubleshooting or assistance. He is both Biamp and DMC-D certified. Kevin has worked on many high-profile projects including: Taco Bell corporate headquarters, Claremont McKenna College, City of Goleta, City of Ventura, City of Brea, City of Santa Barbara, New York Life, Intuit and Children's Hospital Los Angeles.

RANDI ELLIS, CAD Engineer, CTS

Randi has over 30 years of experience in the audiovisual industry. Randi is well-known amongst the industry for her expertise, but is also known because she was the first female in the audiovisual industry to earn the CTS certification. She started in the industry in 1995 as a sales support specialist at Extron Electronics where she managed all GSA sales to the U.S. as well as sales and training to the Northeast region. Since 2002, she has worked for large integration companies as a CAD Engineer developing system design package standards. Before becoming a CAD Engineer, she performed functions in systems integration such as Systems Integration Coordinator and Service Dept. Coordinator. Because Randi had knowledge in audiovisual systems before learning AutoCad, it gives her a unique advantage in being able to understand projects thoroughly. Because of this advantage, Randi can create drawing packages from as little as a list of equipment.

PROJECT TEAM:
ENGINEERING

JAY P. SCHELLIN, Sales Engineer, DMC-D-4K, CTI-CTF, CTI-P301, CTI-FUSION-P, CCI-CCT

Jay has over 10 years in the audiovisual industry. Jay started his career in the AV industry as an installer, working his way up to become a field engineer and programmer. Jay has an AA degree in biological and physical sciences and mathematics and has experience programming for Crestron, AMX, Biamp, Q-SYS, Shure and more. Jay approaches every project with an upbeat attitude and has experience working on projects ranging from corporate, to military to city council chambers. While working at Western Audio Visual & Security, several customers have reached out to Jay's managers to compliment Jay's responsive and professional nature. Jay was also responsible for upgrading the NATO Response capabilities of Northrop Grumman, the Emergency Operation Center for the City of Orange Police Department, John Wayne Airport, and the City of Murrieta. Jay has also worked heavily on council chamber programming and commissioning including 35+ city and county chambers some of which are: County of San Bernardino, City of Ventura, City of Chula Vista, City of Temecula, City of Orange and more.

EDGAR CARRILLO, Design Engineer, DMC-4K-E, Biamp Tesira, QSC, NVX-N, Extron

Edgar has over eight years of experience in the audiovisual industry. Edgar started his career in the audiovisual industry as a technician at Western Audio Visual & Security and has performed multiple roles since his start. Edgar has experience in the roles of Project Superintendent, Service Technician, Closer, Field Engineer and, to his current position, as a Design Engineer. Edgar has a BS degree in Mechatronic Engineering and holds certifications with Crestron, Biamp, QSC-SYS, NVX and Extron. Edgar brings a hardworking persistence and attention to detail to every project he works on due to his experience working in multiple facets of the AV industry. Edgar has worked on many high-profile projects throughout his career with Western Audio Visual & Security, including several council chamber projects. Some projects to note include: Fandango, New York Life, San Bernardino Valley Municipal Water District, City of Goleta, City of Temecula, Claremont McKenna College, and more.

GEO CORONA, Programmer, CTS, CTI-P 201, DMC-T, DMC-D, DMC-E

Geo has 18 years of experience in the audiovisual industry. Geo began is career in the audivisual industry while working 13 years in residential AV where he then transitioned into commercial AV. Prior to coming to Western Audio Visual & Security, Geo worked for two years as the lead installer and foreman for U.S. embassy projects. After working in installation for many years, Geo worked his way up into programming and technician work. Geo has multiple certifications including: a CTS, CTI-P 201 and smart graphics certifications, DMC-T, DMC-D, and DMC-E for digital media, and is an Extron Control Specialist.

PROJECT TEAM:
PROJECT MANAGEMENT

SHELBY TOAL, Senior Project Manager, PMP, DMC-D

Shelby has over 25 years of experience in the audiovisual industry. He started his career at MCSi and has worked for a couple other large integration companies before arriving at Western Audio Visual & Security in 2010. He is Western's Senior Project Manager designated as the training coordinator for all new hires. Before joining the audiovisual industry, Shelby was a Sergeant in the Marine Corps for six years. His experience covers a full range of projects starting with simple systems and then, in the past 10 years, spent fully on large-scale projects. Some of these projects include: Herbalife - LA Live ($1.5 million), Taco Bell ($1 million), UCLA Medical Center, USC Medical Center, Mayo Hospital, City of Hope, UC Irvine, Claremont McKenna College and Intuit.

GARRETT SMITH, Project Manager

Garrett has over three years of experience in the audiovisual industry. Garrett started his career at Western Audio Visual & Security as an installation technician, while attending college at Concordia University, Irvine. After graduating from Concordia University with a Bachelor's degree in Communication, Garrett returned to Western Audio Visual & Security to work full time, and has worked his way up into a Project Manager position. Prior to Garrett arriving at Western Audio Visual & Security, he was a Corporal in the Marine Corps for four years. During his service, he provided logistics and operational planning for electrical systems. He has worked on many high-profile projects ranging from corporate to education including: Cal State Fullerton, AZTEC Engineering, EA Sports, Arizona Sports Foundation and more.

PROJECT TEAM:
SERVICE

KEVIN MAHKORN, Service Manager, DMC-D

Kevin has over 17 years of experience in the audiovisual industry. Kevin started in the industry in 2007 working as a Project Coordinator. He worked directly with the project management and engineering teams on all new and existing projects. His attention to detail, knowledge of installation requirements in the field and coordination with end users made Kevin an integral part of the technical services department. In 2009, Kevin was promoted to Service Manager where he was tasked with building and maintaining a fully functioning service department - something he has done nothing but excel and exceed expectations with. Kevin has received great praise from clients and colleges due to his constant and outstanding customer service and support. He has a loyal following of customers and is recognized by many of our industry suppliers as the top in his field. Suppliers continue to steer their service business Kevin's way since it has had such a positive effect on their business. Kevin has worked on many high-profile projects such as: Taco Bell corporate headquarters, Herbalife LA Live, Metlife, WATG, Intuit, Children's Hospital Los Angeles, Citrus College, Cerritos College and Bank of America.

KEITH HOWARD, Senior Service Technician Programmer, CTS, DMC-D, DMC-E, DMC-T, BE2, QSC, Q-SYS Certified

Keith has over 24 years of experience in the audiovisual industry. Keith started in the audiovisual industry in 1999 as an Applications Engineer for Samsung Electronics. In 2008, he moved to Crestron Electronics where he worked as an Instructor for Certified Programming and DigitalMedia Certifications. He joined Western Audio Visual & Security in 2015 as a Senior Service Technician. Keith holds multiple certifications including certifications for Crestron Programming, Crestron DigitalMedia, QSC, Q-SYS and DSP Product Line. Keith's vast audiovisual knowledge and experience make him a valuable asset in the field for, not only our service department, but for our integration department as well. Having Keith on our team gives us an advantage because we have the flexibility to make programming changes immediately rather than having our client wait for a programmer to be available.

RAY STEVENS, Service Technician, DMC-D, BE2

Ray has over 25 years of experience in the audiovisual industry. Ray started in the audiovisual industry in 1998 as an engineering assistant. He has performed many job functions over the past 18 years including Installation Technician, Service Coordinator, Inside Sales and Project Management. Ray holds certifications for Crestron Programming, Crestron DMC-D, Hilti and OSHA. Some of his clients include: Intuit, American Career College, Citrus College, Children's Hospital of Los Angeles and Irvine Ranch Water District.

PROJECT TEAM:
SECURITY

JEREMY DAVIS, Director of Security, PSP, ACO, ACE

Jeremy has over 20 years of experience in the Security Integration business. During that time, he has assisted some the area's largest businesses in securing their facilities from both internal and external threats. As part of a design-build firm, he learned early on the importance of attention to detail, properly aligning client expectations, and the importance of excellent customer service. His approach to the physical security needs of his clients is that of a partner, and not simply an installation contractor. Jeremy has developed a client centric, service-based approach, ensuring clients' needs are continuously met long after the initial sale. With the ever-changing technology in the security industry, he has remained committed to professional growth and technical knowledge through manufacturer certifications and proficiency on industry best practices. Since joining Western Audio Visual & Security, Jeremy has continued to apply a client-focused, service-oriented approach to identifying and meeting all our clients' security needs.

JESSE MARTINEZ, Security Operation Manager

Jesse has over 19 years of experience in the audiovisual and electrical business. He has been working in the low voltage industry since 2005. He started out in structured cabling, pulling wire and building out server rooms for large companies like Western Digital, UCLA, Monster and Gensler. In 2009, Jesse moved to the audiovisual department installing TVs, ceiling speakers, wireless microphones, video conferencing, media walls and building out AV racks in residential and commercial properties. Jesse jumped into the security sector headfirst in 2011 and has been passionate about it ever since. He has worked in many different environments including hospitals, hotels, commercial high-rise buildings, residential high-rise buildings, government buildings, television production companies, retail stores and banks. He has experience in installation, on-field engineering, project management, programming and customer service skills. Jesse believes the customer should get a clean, professional installation and is always looking to close each project with 100% satisfaction.

Proposed Approach

Our approach starts with hiring the most qualified people. Your Project Manager, Shelby Toal, is one of only two in Southern California that has the prestigious PMP Certification. He is also a 20-year veteran of the Audio Visual Industry. Our Lead Design Engineer, Erik Wilson, has the most proven experience with Boardroom and Council Chamber projects, and their correlating overflow spaces. Western A/V & Security (WAVS) has become very familiar and understands that each Municipality project has unique needs. Erik has become recognized as the "go to" Engineer for Consultants and Suppliers in the niche world of Municipality Boardroom style projects. His vast knowledge of the Signal Distribution Systems and Broadcast Systems are what set his skills apart.

In the design/build approach, our Sales Team (Rep. & Engineer) will sit down with the client to develop the clients' wants and needs for each space. Once this is complete, our team develops a bill of materials and scope of work for each space. This is reviewed with the client to ensure that it meets all the requirements for the project. This applies to your project as well.

We start off all projects with a Kick-off meeting to ensure that all parties have reviewed the scope of work together. The better the Scope of Work, the better the project is executed. At this meeting we will provide the client with one point of contact at our company. Once a fully executed copy of a contract or a PO is delivered to WAVS, Shelby Toal will be the main point of contact for the City of Lawndale. We like to provide our client with one point of contact to ensure that communication will flow at a swift pace.

Our team follows the steps in our System Milestone Schedule to ensure nothing is forgotten or left behind. Depending on the project needs, our Project Manager will be on-site to provide daily or weekly updates on the project.

Once we have completed the implementation and testing, there is another critical piece which is the training. Over the years we have found out that the best Training comes from the Engineer who worked with the client to design the system and implement the system. It eliminates all the questions of "Why" since both parties were part of the design, changes, deletions, adds, etc.

Personnel Staffing Plan

When it comes to Municipality projects, our Project Manager (PMP), Shelby Toal, will put his best men forward on the job. Due to our experience and extensive resume in Municipality projects, WAVS understands the urgency and niche quality to these systems. Our Engineers & technicians truly enjoy working on Municipality projects, since we have become the experts in these systems.

If there is a change in management on the project, WAVS would contact City of Lawndale directly to let them know. We differ from other companies in the fact that we have two Project Managers that are aware of all ongoing projects.

Project Controls

Our 30 years of experience working with Cities, Counties, and Municipalities has given our company a competitive edge in this niche market. Our company has found that one major key in controlling our project costs for these projects starts with a **well-defined scope of work**. We then have our Project Manager review that well-defined scope of work with the client in the kick-off meeting.

Our team utilizes real-time information on our server. So, if any changes are made on our Bill of Materials, Schedule, Drawings, Programming, Engineering, etc, everyone can see the exact changes in real time. **The Project Management Software** also alerts the team of these changes once they have occurred.

Our warehouse manager also updates the system with equipment and shipping updates, so our field supervisors have **real-time status** on every item in the system.

Our field team utilizes **TAG Software**, which helps provide daily tracking of progress on all areas of the project including off-site & on-site installation, drawings, and engineering. We can show you this software in an interview.

In regards to accurate and timely invoices, our Project Managers review and approve of all Billings before they are sent out, Tuesdays or Fridays.

All of our real-time information systems can be demonstrated or discussed in more thorough detail during an interview.

In-Shop Assembly and Fabrication

Once a technician is hired at WAVS, the first thing they learn about is the importance of our in-shop assembly process. In fact, WAVS has a room dedicated to in-shop assembly. In this room, our technicians will build and wire racks prior to coming on-site. In addition, they can load and test code before bringing the racks and equipment on-site. This process is crucial and ensures that the on-site installation will go much smoother. Our technicians have a list of tests to perform before they can bring a rack to the jobsite. The Lead Technician will verify that his team has performed all of those tests required.

Our Project Managers hold monthly and private meetings with each one of our technicians. In these meetings, they can be randomly tested on WAVS in-shop assembly process. At that time, they will also inform the Project Managers of any specific areas where they hope to improve. These private monthly meetings give our Project Managers insight into each Technicians' individual strengths. Based on those individual strengths, he will put them in specific courses to receive accreditations & certifications in that specific field of knowledge.

Testing & Acceptance

Aside from all the good preparation needed on the front-end, one of the most critical elements will be testing.

Our technicians utilize a quality control checklist, to ensure that all new items of the system are working properly. Please see this checklist attached. The Lead Technician will always verify that his team has completed each item on their checklist.

In addition, our Project Manager will perform multiply quality audits throughout the installation of this project. Please see the quality audit form attached.

Upon final project walk through, the PM (Project Manager) or PE (Project Engineer) will provide final sign off on the quality control checklist.

Once the installation and testing phases are complete, training will be scheduled.

QUALITY AUDIT

Project Title: _____ **Date Prepared:** _____

Project Auditor: _____ **Audit Date:** _____

Area Audited

☐ Project	☐ Project processes	☐ Project documents
☐ Product	☐ Product documents	☐ Product requirements
☐ Approved change implementation	☐ Corrective or preventive action implementation	☐ Defect/deficiency repair
☐ Quality Management Plan	☐ Organizational policies	☐ Organizational procedures

Good Practices to Share

Areas for Improvement

QUALITY AUDIT

Deficiencies or Defects

ID	Defect	Action	Responsible Party	Due Date

Comments

WAV Quality Control Checklist

Wiring & Terminations			
	Pass / Fail	**Lead Tech Initials**	**PM/PE Initials**
- All video connections tested & functional			
- All audio connections tested & functional			
- All control connections tested & functional			
- All Digital Media cabling tested & functional			
- All data connections tested & functional			
- Heat shrink used on cabling (where applicable)			
- All wiring snake-skinned and zip tied			
- Cables/terminations labeled correctly			
Describe any issues below:			

Testing (Manual Routing, Keypads or Remotes)			
	Pass / Fail	**Lead Tech Initials**	**PM/PE Initials**
Presentation Sources:			
- Dedicated PC			
- Laptop Interface 1			
- Laptop Interface 2			
- Additional Laptop Interfaces?			
- DVD / VHS			
- CATV or Satellite TV			
- DVR and audio recorder (recording VTC or local presentation)			
- Other			
- Other			
Describe any issues below:			

Microphones:			
	Pass / Fail	**Lead Tech Initials**	**PM/PE Initials**
- Test each individual table microphone.			
- Test presenter microphones (i.e. wireless lav / handheld)			
Describe any issues below:			

Audio Conferencing:			
	Pass / Fail	**Lead Tech Initials**	**PM/PE Initials**
- Make a point-to-point audio call.			
- Test conference call (minimum of 3 parties on the conference)			
Describe any issues below:			

Video Conferencing:			
	Pass / Fail	**Lead Tech Initials**	**PM/PE Initials**
- Make a point-to-point video call.			
- Make a multi-point video call (minimum of 3 video sites)			
- Send VGA/content sharing			
Describe any issues below:			

Workmanship:			
	Pass / Fail	**Lead Tech Initials**	**PM/PE Intials**
- All A/V cabling tied up & off ceiling grid			
- Speaker grills all facing same direction			
- Ceiling tiles not damaged from installation			
- Remove ALL trash from the jobsite			
- Wipe down ***ALL*** displays & equipment (no fingerprints)			
- No drywall dust or ceiling debris left in room (carpet, countertops, etc.)			
- No scratches inside of credenza's due to racks being pulled in/out			
- Projectors properly aligned on projection screen (top/bottom & side/side)			
- Displays mounted correctly and level.			
- No scratches on table due to table box, Mic installation, etc.			
- Wall plates, keypad, etc. installed straight, tight, and with no viewable drywall damage			
- No fingerprints on walls surrounding displays / AV equipment			
- Pass through plates used behind displays / credenzas / anywhere cables come through a wall			
- Rack neatly wired & labeled correctly			
- Is the credenza hot?			
- Blank Plates installed in empty spaces			
- AAV ID Plate placed on racks			
- Manuals, warranties, etc. brought to AAV for Closeout process			
-Line drawings left with on-site in equipment rack for Engineer			
- Remotes, etc. (batteries, spare VGA cables) passed to client (note name and location)			
- Leave any proprietary tools/parts onsite (security screw drivers, ect.)			
Describe any issues below:			

Scope of Work: City of Lawndale

Western A/V & Security has proposed to install and custom program the following upgrades for the City of Lawndale:

-Reusing the existing thirteen (13) desktop microphones (Will Provide 4 Units as Spares)
-One (1) new wireless handheld and one (1) new lavalier combo microphone system
-One (1) new audio amplifier
-Six (6) surface mounted speakers
-A new DSP (Digital Signal Processor) to handle all audio routing, echo cancellation, etc.
-Seven (7) decora loudspeakers mounted at each dais position
-An (1) Audio Recorder
-Upgrading the Switching system to an AV over IP solution
    The Following Presentation Sources can be displayed:
    -Two HDMI inputs at the Staff Tables
    -One HDMI at the Public Podium
    -Control Room Web-Conferencing PC (Owner Furnished)
    -Wireless Presentation Gateway (known as Barco Clickshare)
    -Broadcast Feed
    -AgendaLink Display Interface
-Two (2) 85" Samsung Displays
-WAVS has proposed nine (9) 22" Planar LCD Touchscreen monitors at the dais. These monitors will integrate with the Crestron control system, and have the ability to show what is being presented throughout the Chamber. Additionally, the touchscreen monitors will integrate with the AgendaLink voting system, allowing council members to manage their voting, request to speak, document viewing via the touchscreen monitors.
-A new 22" Control Touchscreen mounted at the Clerk's position
-Netgear AV network switch
-Install Uninterrupted Battery Backup and Power Supply for all new equipment
-Ten (10) Charging Ports
-Two (2) Cable Cubby's
-Ten (10) Table Boxes

-Meeting Management/Voting System

Western AV is suggesting the usage of a Minutes Management System from Cloud Driven Solutions. This system (AgendaLink) has the ability to control all Roll Call, Voting, Motion items, Request to Speak, Digital Nameplates, Public Request to Speak, and provides detailed minutes report available immediately upon completion of meeting (example of meeting minutes exported from Fort Worth

provided). Additionally, this system ties directly into the Tightrope Video on Demand system to chapter all events on video playback.

•***No windows computers required or software to install and maintain***. AgendaLink is a web platform that can be accessed from devices such as desktop pc, Mac, laptop, chromebook, Android Tablet, or iPad.
•Platform was built with the direct input of city secretaries across the US and is provided by a company that develops software platforms for government entities
•Hardware agnostic. Can be easily integrated with any standard A/V control system (Crestron, AMX, Qsys, Exton, etc) and implemented to provide customizable capabilities all through a standard protocol. This allows the possibility of other vendors to provide service to the system in the future as there are hundred's of qualified programmers to perform service & maintenance on this type of platform.
•***Direct software integration with CableCast allowing for chapter indexing and agenda information with a single click***. CableCast player renders a fully interactive HTML agenda (provided by AgendaLink) with a button available to download PDF. No manual chaptering (Live or Post) required for Video on Demand playback.
•***Import utilities for 3rd party agenda software providers*** (Granicus, CivicClerk, iCompass, etc) with the ability to add customized enhancements for more efficient data importing. Platform can also be upgraded to our full agenda/meeting management suite which is a direct replacement of platforms provided by companies such as Granicus, CivicPlus, iCompass, etc.
•***Users can login and vote from anywhere***. They don't have to be in the room.
•Can attach pdfs per agenda item which are viewable in the app from any members screen during the meeting
•Direct Video feeds can be rendered within the web app (requires Brightsign player with HDMI input). No streaming of presentations using software to a Windows based computer.
•Ability to remove items from consent during the meeting to take action on them
•Recorded minutes instantly available via html, pdf, and API ***(Example included)***
•Built in API supports integration with 3rd party software providers including support for webhooks to automatically push data.
•Supports any digital signage platform to deliver a live meeting feed that shows topic info, motioners, voting results, and public speaking timers in real-time which can then be used as feed to displays in the room/broadcast and even city wide
•Supports name plates (brand agnostic) with customization options to also show mic status and vote choice. Name plates also don't require a windows computer and can be used with digital signage players•
•Open communication channel with developers to request features with delivery of features typically within 2-4 weeks.
•Best in Class Service/Support (including the ability to utilize Microsoft Teams for real-time communications)

•Company is backed by Government Technology non-profit organization

https://www.mydrivensolutions.com/

Please note:
Western A/V & Security has included all "minor" millwork (as mentioned in the RFI's) including cable cutouts, etc.

Western A/V & Security has not included any "major" millwork as part of this proposal. WAVS would recommend that City of Lawndale seek out a millwork contractor to provide a new top to the dais for a variety of reasons. There will need to be new monitor wells provided in order to accommodate the new monitors. In addition, the City may want the privacy panel to become taller in height, to hide the new monitors.

Western A/V & Security has not included a subcontracted electrician. As told at the jobwalk, the City can assist with those needs. If the City cannot assist with any C-10 work, Western A/V & Security is happy to provide a subcontractor for that work.

City of Banning

Council Chamber

Project Highlights:

- Christie DLP Projector
- Sharp 90" Display
- Custom Programmed Voting System
- Crestron NVX System
- Draper Fixed Grey Projection Screen (72.5" x 116")
- Blackmagic WebPresenter





Project Summary:

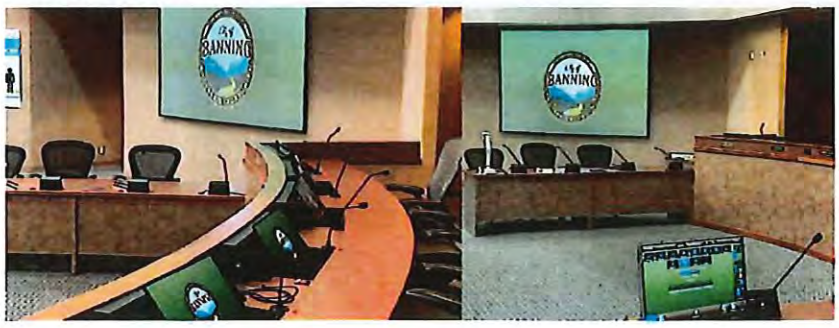
The City of Banning sole-sourced Western Audio Visual & Security for the design build of the Council Chamber audio-visual system and broadcast control room.

Western AVS installed a Christie DLP Projector, a Draper fixed grey projection screen, and a Sharp 90" Display in the Council Chamber for audience viewing. Each seat at the dais is equipped with a 21.5" LED monitor, a gooseneck microphone, a touch capable & color indicating mute switch, a decora style loudspeaker, and a button panel used for the custom programmed voting system.

The entire audio-visual system is managed and controlled using a Crestron state of the art and industry leading NVX AV over IP technology. Western AVS integrated a Blackmagic WebPresenter to accommodate all web-conferencing needs, as well as live streaming needs for the City of Banning.

Four (4) Panasonic PTZ HD cameras were installed within the Council Chamber, which are used to send a live feed to their PEG provider, any live streams, or through the web-conferencing platform. Western AVS provided and installed a Compix ConverG1 HD standalone broadcast graphics system, which can be used for all lower-thirds graphic needs.

The City of Banning purchased a one-year service and preventative maintenance contract with Western AVS.



Completion Date:
February 2021
Contract Amount:
$209,000
Designed by:
Western AVS

Reference: John Garside
Phone: 951-922-3195
Email: jgarside@banningca.gov

City of Barstow

Council Chamber, Broadcast Control Room & Conference Rooms

Project Highlights:

- 65"-75" Samsung Displays
- 22" Planar Displays
- Aver PTZ Cameras
- Shure Microphones
- 5" Crestron Touch Panels
- Blackmagic Broadcast Switcher with Multi-View Monitor
- Tightrope System



Project Summary:

The City of Barstow sole-sourced Western Audio Visual & Security for the design build project for their council chamber, broadcast control room, and closed-session conference room.

Western AVS installed two 65" Samsung displays in the council chamber, and another in the foyer for overflow purposes. In addition, Western AVS installed fifteen 22" Planar displays at the dais, fourteen 5" Crestron touch-panels that are used for the custom-programmed voting system, as well as request to speak. Each dais position also received a new gooseneck microphone and decora-style loudspeaker.

Four PTZ cameras were installed in the council chamber and one in the foyer. The cameras were configured to be able to route to the PEG channel, recording, streaming and a USB bridge for soft-codec video conferencing.

In the broadcast control room, Western AVS installed a new M/E broadcast switcher with a multi-view monitor, and a camera controller to control the five cameras in the council chamber and foyer. A new Tightrope system was installed to manage and schedule the content sent to their peg channel, and any streaming services.

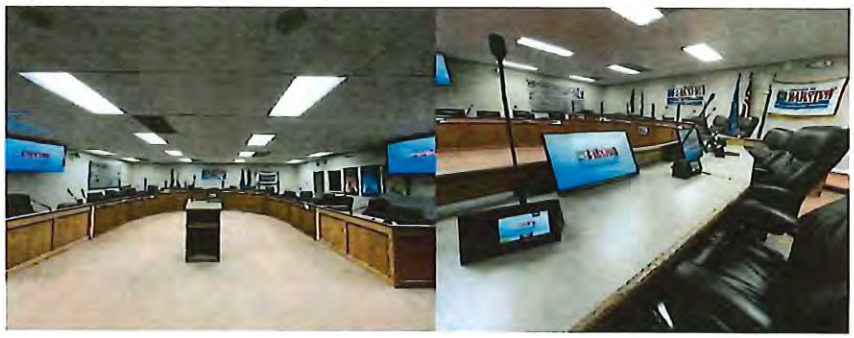
The conference room was outfitted with dual 75" displays, two tabletop microphones, four ceiling speakers, and a PTZ camera, all to provide soft-codec video conferencing capability from a city-provided room PC.

The City of Barstow also purchased a one year service and preventative maintenance agreement from Western AVS.

Completion Date:
May 2021

Contract Amount:
$226,000

Designed by:
Western AVS



Reference: Tara Becerra
Phone: 760-255-5127
Email: tbecerra@barstowca.org

City of Imperial Beach

Council Chamber

Project Highlights:

- Two 65" Displays
- 23" Touchscreen Dais Monitors
- 5" Touchscreens for Voting & Request to Speak
- Tightrope Media Solution



Project Summary:

The City of Imperial Beach sole-sourced Western Audio Visual & Security (AVS) by utilizing a piggyback contract. Western AVS performed a complete overhaul of the council chamber's audio visual and broadcast system.

Western AVS installed two 65" displays to support audience viewing and ten 23" touchscreen displays at each dais position. The touchscreen displays have the ability to view the presentation and the agenda management platform.

In addition, 5" touchscreens were installed at each voting position that utilize Western AVS' custom programmed voting system and "Request to Speak" function.

Western AVS integrated a new Tightrope system used for all broadcast, automation, bulletin board, and recording. The Tightrope system also provides all content for non-live meetings directly to the streaming encoder and peg provider(s).

Western AVS also utilized a subcontractor to re-surface the dais, and make accommodations for the new technology being installed on the dais.

Completion Date:
June 2020
Contract Amount:
$274,000
Designed by:
Western AVS

Reference: Jacqueline M Kelly
Phone: 619-423-8616
Email: jkelly@imperialbeachCA.gov

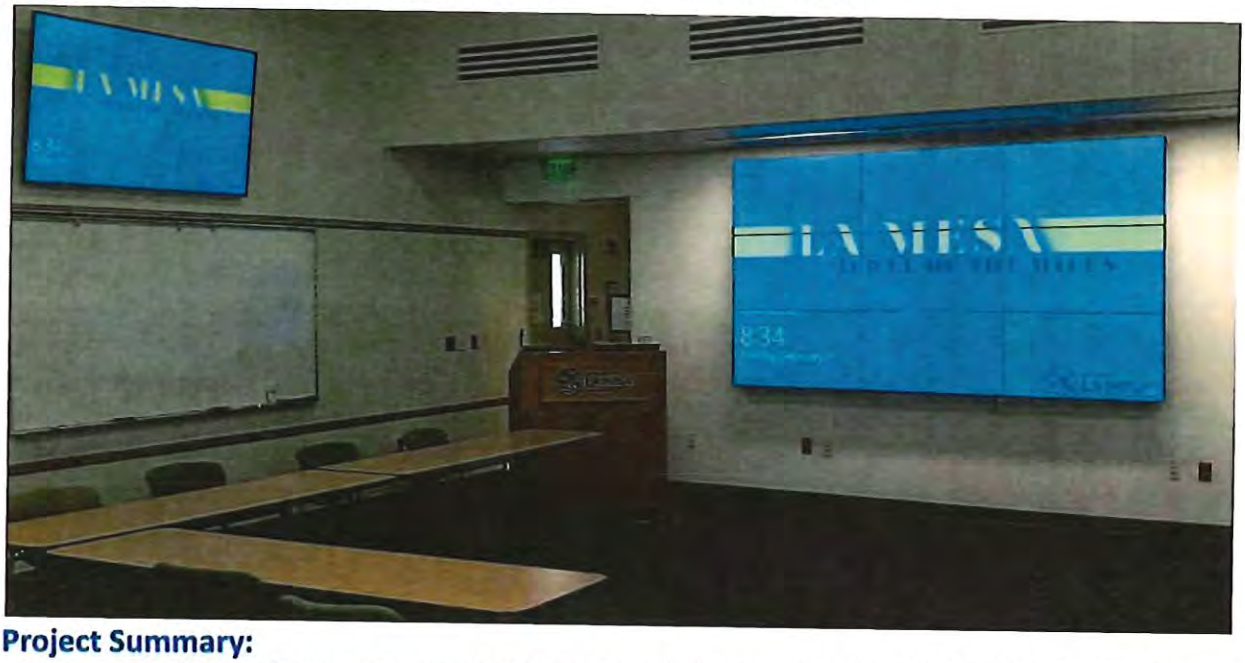


City of La Mesa

Emergency Operations Center & Conference Rooms

Project Highlights:

- 3x3 Video Wall with 45" Samsung LCD Panels
- Control System with 15.6" Touch Panel
- Digital Signal Processor for Audio Control
- 75" to 85" Displays
- USB HD PTZ Cameras
- Phone Interface



Project Summary:

Western Audio Visual & Security was awarded the design-build project for the City of La Mesa Emergency Operations Center (EOC) and conference room project.

Western AVS installed a 3 x 3 video wall comprised of nine (9) 45" Samsung LCD panels. Additionally, three (3) 75" displays and two (2) 85" displays were installed within the EOC. The video wall and additional five (5) displays in the room can display any of the twenty-five (25) different input sources specified for this room. A USB HD PTZ camera is connected to the desktop PC at the lectern to use during web-conferencing. This camera works with any web-conferencing platform (Zoom, Teams, Skype, WebEx, etc.).

The entire system is controlled by a 15.6" Crestron touch panel. A new digital signal processor (DSP) was installed to control all volume functions and equalize the audio for best overall sound. A phone interface in the DSP will allow users to dial phone calls from the touch panel in the EOC and use the wireless microphones and room audio for EOC activation or for larger groups of users.

Western AVS installed a 75" display in the conference room that can show up to five (5) different input sources, including an overflow feed from the EOC. The conference room is controlled by a 10" Crestron touch panel. The City of La Mesa purchased a five (5) year service and preventative maintenance contract with Western Audio Visual & Security.

Reference: Lyn Dedmon **Phone:** (619) 667-1339 **Email:** ldedmon@cityoflamesa.us

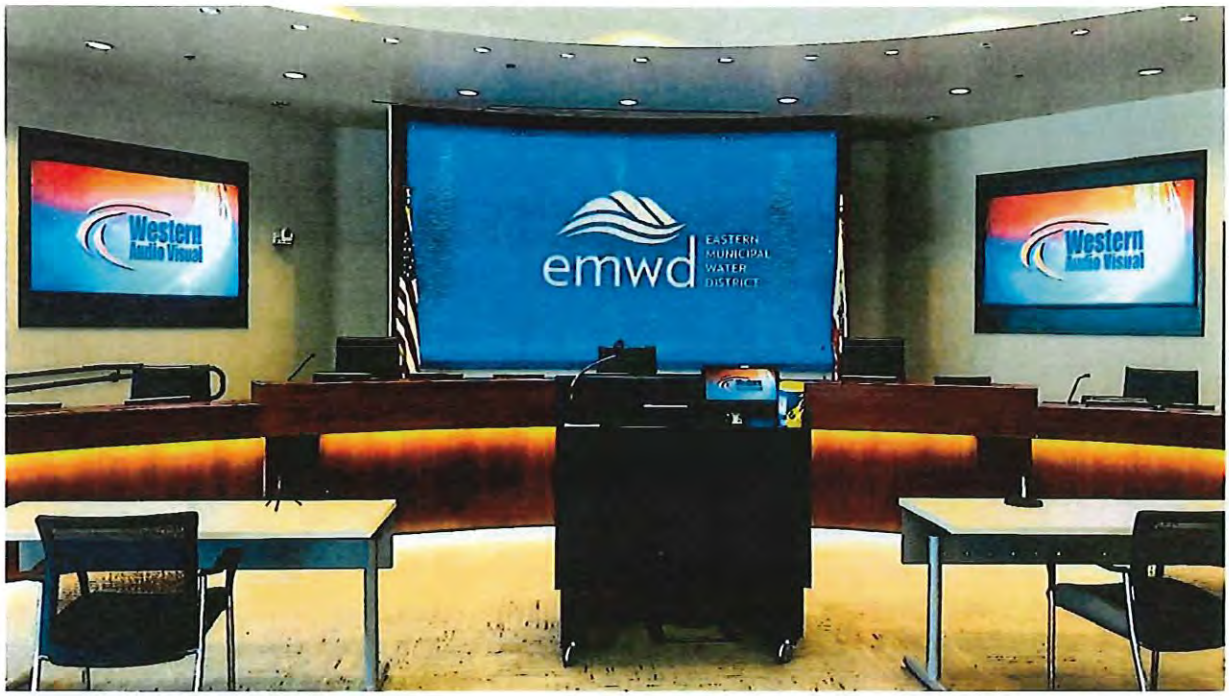


Eastern Municipal Water District

Chamber Boardroom

Project Highlights:

- Signal Distribution System
- Upgraded DSP & Audio System
- HD PTZ Cameras
- 27" Gooseneck Microphones
- Custom Programmed Control System
- Streaming/Recording System



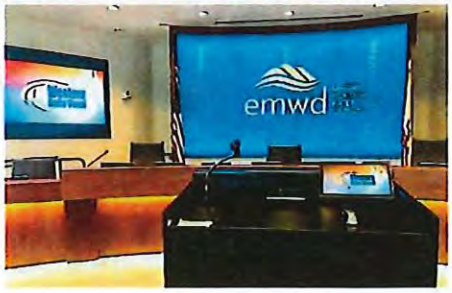
Project Summary:

Western Audio Visual & Security was awarded the design-build project for the Eastern Municipal Water District boardroom upgrade. As part of this upgrade, Western AVS upgraded the Signal Distribution System, Audio System, Control System, and Streaming/Recording System.

Western AVS installed new 27" gooseneck microphones at the dais to drastically improve the audio quality for those speaking at the dais. An upgraded DSP system was installed to control these microphones while custom programming allows mix-minus in the system, increasing overall system performance.

A 10.1" Crestron touch panel located at the Board Secretary's position, controls all room functions. Western AVS installed two HD Pan/Tilt/Zoom cameras that are used for recording and streaming.





Reference: Mike Malone
Phone: 951-355-4427
Email: malonem@emwd.org

Completion Date: October 2020
Contract Amount: $106,000

San Bernardino Valley Municipal Water District

San Bernardino, CA

Project Highlights:

- Four (4) 82" Displays
- Six (6) 22" Monitors
- Six (6) Gooseneck Microphones
- Web Presenter and Broadcast Switcher
- 10.1" Touch-Panel
- 8.7" Touch-Panel
- Four (4) PTZ Optics Cameras
- PTZ Optics Camera Controller
- Streamer/Recorder



Project Summary:

Western Audio Visual & Security was awarded the design/build project for the boardroom AV system at San Bernardino Valley Municipal Water District. WAVS installed Samsung displays throughout the Boardroom while each dais position received monitors and microphones. The backbone of this system utilizes an AV over IP based solution. The system is controlled by two touch panels. WAVS also installed PTZ cameras throughout the Boardroom which are switched through a broadcast switcher and controlled through a camera controller. Recording, streaming and video conferencing capabilities are all available. In addition, SBVMWD staff can utilize the system for recording, streaming and video conferencing capabilities. WAVS also provided a technician's console where advanced control functions are available. SBVMWD purchased three years upfront of WAVS Service & Preventative Maintenance Contract.



Completion Date: April 2021
Contract Amount: $177,000

Reference: Melissa Zoba
Phone: 909-307-9228
Email: melissaz@sbvmwd.com





CITY OF LAWNDALE
14717 Lawndale Blvd.
Lawndale, CA 90260

RFP NO. B2211-16

RFP to Furnish and Install City Council Chamber AV Technology Systems

SECTION III - RFP PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

Western Audio Visual & Security — www.wav1.com
Name of Company — Website

1592 N. Batavia St, Suite 2
Address

Orange, CA, 92867
City/State/Zip Code

Hailey Schellin, Account Executive — haileys@wav1.com
Printed Name/Title of Contact — Email

(714) 637 - 7272
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation ✓ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

18 Years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. 1 Date Received: 2/2/2023
Addendum No. RFI Responses Date Received: 2/9/2023
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this RFP.

Proposer's Information:

Contractor's License Number: 871609 Expiration date: 1/31/24

Subcontractor's Information:

If subcontractors will be used in the performance of this project, the following information must be provided for each subcontractor:

1. Company Name: N/A

Address: _____

Contractor's License Number: _____ Expiration date: _____

Delivery:

What is the lead-time for delivery and installation? 15 Days (weeks) (circle one)

References:

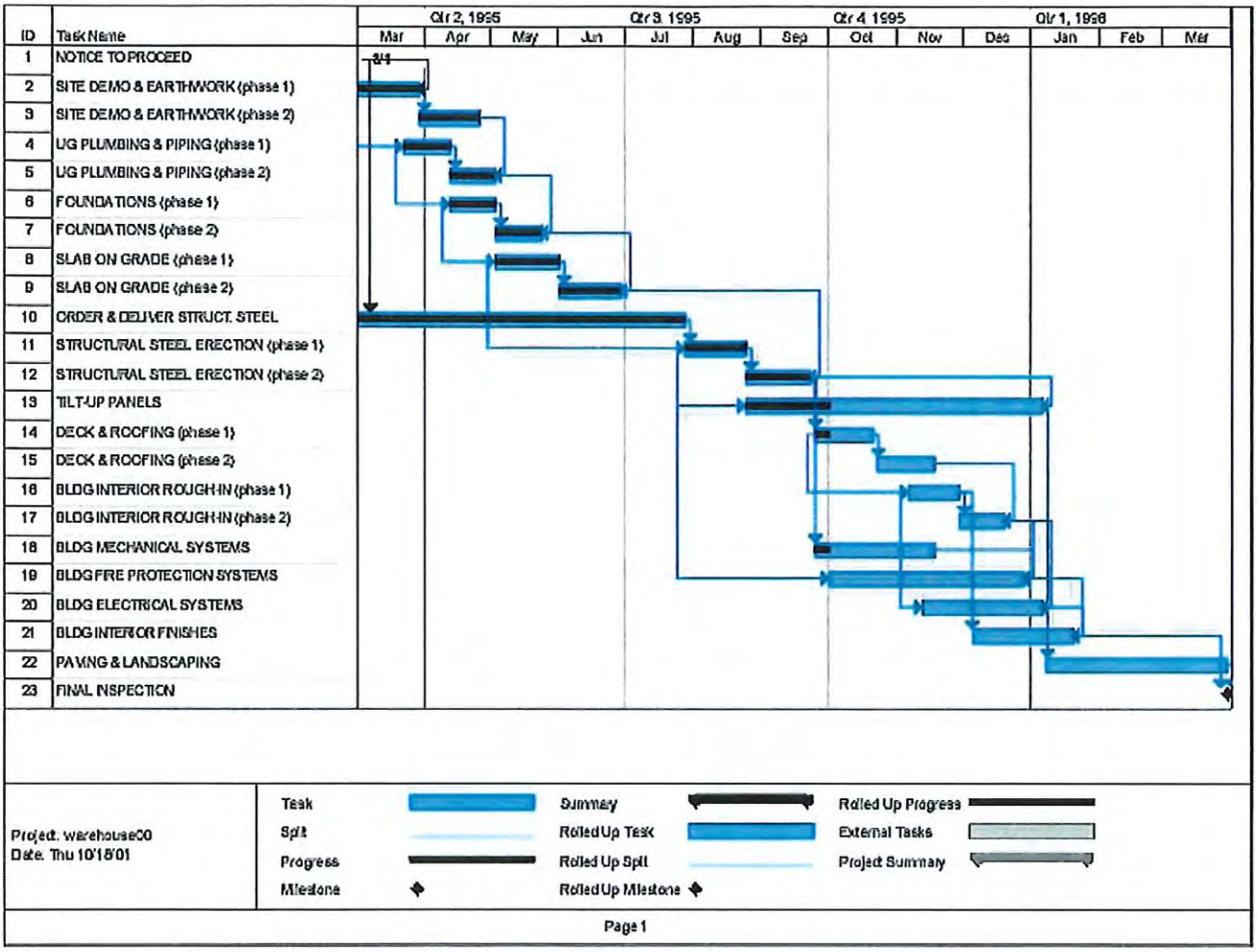
Please supply the names of companies/agencies for whom you recently supplied and installed comparable goods as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
City of Banning	99 E Ramsey St, Banning, CA 92220	John Garside 951-922-3195
City of Barstow	220 E Mountain View St # A, Barstow, CA 92311	Tara Becerra 760-255-5127
City of Imperial Beach	825 Imperial Beach Blvd, Imperial Beach, CA 91932	Jacqueline M Kelly 619-423-8616

EXHIBIT B

PROPOSED PROJECT TIMELINE (SAMPLE)

Please see attached: "Milestone Schedule"



AUDIO VISUAL SYSTEM: MILESTONE SCHEDULE

Client: City of Lawndale

Prepared by: Hailey Schellin

Date: 2/28/2023

	MILESTONE	DATE
1.	Project Awarded – Notice to Proceed	3/20/23
2.	Project Team Kick Off Meeting	4/3/23
3.	Engineering Team Meeting On-Site	4/3/23
4.	Audio Visual Drawings	4/24/23
5.	AV Equipment – Long Lead Procurement	4/17/23
6.	Touch Panel Build / Prep	4/24/23
7.	AV Equipment Procurement	4/24/23
8.	AV Cabling	6/23/23
9.	Install Displays	6/26/23
10.	On-Site Rack Fabrication	6/28/23
11.	Install AV Devices	6/30/23
12.	AV Terminations & Wiring Devices	6/30/23
13.	WAVS Equipment Set-Up & Updates	7/3/23
14.	On-Site Programming	7/4/23
15.	WAVS Testing & Troubleshooting	7/6/23
16.	Project Substantial Completion	7/7/23
17.	Training	7/12/23
18.	Audio Visual Closeouts & Documentation Delivery	7/13/23
19.	Project 100% Complete	7/13/23

PLEASE NOTE:

1.	With the consent of Western AVS *& City of Lawndale*, this schedule can be adjusted.
2.	This schedule is based on Western AVS' current workload. Western AVS cannot guarantee these dates until a contract or PO has been issued.
3.	This schedule is based on typical equipment lead time orders. This schedule does NOT indicate any backordered equipment items. If there are equipment items that are backordered, this schedule will need to be revised.
4.	This schedule does NOT include any work done by subcontractors or the Facilities Department. This schedule will need to be revised based on the subcontractors lead times on equipment and install schedule.

EXHIBIT C
STATE OF CALIFORNIA
PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Hailey Schellin being first duly sworn, deposes and says:

1. That he/she is the Account Executive (Title of Office) of Western Audio Visual & Security (Name of Company)

   hereinafter called "Proposer", who has submitted to the City of Lawndale a Proposal for

   Furnish and Install City Council Chamber AV Technology Systems RFP No. B2211-16 (Title of RFP);

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;

3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lawndale, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Lawndale, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Lawndale, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any state, federal or public works project.

Dated this 27 day of February, 2023.

(Proposer Signature)

Hailey Schellin

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Delete when not applicable.]

- A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Western A/V and Security The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services
- If coverage is maintained on a "claims-made" basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.

ADDENDUM #1 – RFP SCHEDULE OF EVENTS
Furnish and Install City Council Chamber AV Technology Systems

RFP No. B2211-16 - ADDENDUM #1

Date of Addendum: February 2, 2023

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal

RPF SCHEDULE OF EVENTS	
The RFP Schedule of Events submission requirements has been modified as noted herein.	
1.	The deadline date for City's Responses to Written Questions and Comments have been changed to **Thursday, February 9, 2023.**
2.	The new Proposal submittal deadline date is **Tuesday, February 28, 2023, at 5:00 pm.**

END OF ADDENDUM

Proposer's Signature: _____

Proposer's Firm Name: Western A/V & Security

(Please submit this acknowledgement with your RFP)

CITY OF LAWNDALE
Project: Furnish and Install City Council Chamber AV Technology Systems
RFP No. B211-16

City's Written Response and Comments to Questions
Thursday, February 9, 2023

QUESTIONS AND ANSWERS

1. Do you have the existing CAD and PDF drawings of the council chamber?
   ANSWER: PDF Drawings are attached in 2 files: 2016 Broadcast Design Drawings (not As-builts), 1999 AV Drawings (ORIGINAL not updated over the years)

2. Do you have the existing video system and broadcast system drawings?
   ANSWER: Only above drawings mentioned in Answer #1

3. How many microphones do you need?
   ANSWER: Quantities are generally stated in the equipment list/cost proposal sheet which is a part of the RFP

4. What locations are the microphones to be installed at?
   ANSWER: Current locations of microphones will be the replacement location, detailed location to be determined during design phase of the project

5. Is the ceiling accessible to replace the in-ceiling speakers?
   ANSWER: Cabling is Accessible and can be pulled through once speakers are removed

6. Your equipment list shows wall mounted speakers. What will those be used for?
   ANSWER: Wall Mounted Speakers are for Video or Presentation Program content only. Ceiling Speakers will provide Microphone sound.

7. Where will the displays be mounted?
   ANSWER: One Monitor will be mounted exactly where the Project Screen is located. The other monitor will be mounted equidistant from the Mayors center position to create a symmetrical layout.

8. How many video cameras are needed?
   ANSWER: No video cameras are specified in the list of equipment and are a part of the Broadcast System not in the scope of this project except for integration with AV System

9. Which camera views are needed?
   ANSWER: None, see Answer #8

10. What video interface is needed for the Broadcast TV Production Systems (mentioned in Summary of Technical Objectives #3)
    ANSWER: As seen in Broadcast Drawing, a TVOne scan converter is available to plug AV output into.

11. Are you currently using a voting solution? If so, which system are you using?
    ANSWER: No Voice Vote only.

12. What type of permissions/functionality per control panel? (Clerk, Mayor, Video Control Room)
    ANSWER: Details are within the RFP, only Clerk and Control Room need control panels

13. Is lighting control currently integrated into the system on the control panels?
    ANSWER: No

14. Where are the cable cubby and USB charging locations
    ANSWER: **Cable Cubbies are to be integrated at the 2 Staff tables, while the Charging stations are part of the Dais member stations**

15. Measurements of the recess where dais monitors currently sit
    ANSWER: **This detail will be determined during design phase. Monitors in the RFP for member stations will replace the current confidence monitors**

16. Will the voting board be removed from the wall?
    ANSWER: **Yes**

17. How many people are voting?
    ANSWER: **This detail is in the equipment list**

18. Who is running the meetings?
    ANSWER: **Clerk or Assistant**

19. Are you using a video conferencing platform? If yes, which one?
    ANSWER: **Zoom and Teams are used however system needs to accommodate common industry platforms to include Webex, etc.**

20. Do you need a speaker timer?
    ANSWER: **Yes. Details are in the Vote System items in RFP and can be reviewed with Intent Digital**

21. Is a software based digital recording and minutes management solution acceptable?
    ANSWER: **Details regarding acceptable alternatives are in the RFP.**

22. Does the City currently use an Agenda Management Solution? If so, what are you using? Does the City want us to quote an Agenda Management solution as part of this RFP?
    ANSWER: **The City does not currently have or use an Agenda Manager Solution. Yes, the City would like to see a quote.**

23. What meeting webcasting solution is the City currently using? Would the City prefer a solution that provides your citizens and staff better access to your meeting content and meeting information, all via your website without losing citizen engagement or forcing your citizens to use a third-party site (e.g., YouTube, Facebook, etc.) that is monetizing their usage patterns and data?
    ANSWER: **City utilizes Tightrope web streaming and is not considering replacement within the scope of this project.**

24. Can you provide the existing drawings of all systems, even if they are old during the RFP process? This would be any signal flow drawings of the AV system, production, or broadcast system. Also does the city have a floor plan drawing of the council chamber and control room?
    ANSWER: **See Attachment's A and B.**

25. Does the city currently use an agenda management product? Can you provide the name of the product? Or is the City in the process of purchasing and agenda management product and if they are, what is the name of that product?
    ANSWER: **See at answer #22**

26. Please clarify all required sources to the AV system switcher. This includes any laptop connections, PC connections or Broadcast Feeds.
ANSWER: Sources are (3) Connection points (2 staff tables and 1 Lectern), (1) Barco Clickshare, (1) Broadcast System Source, and Voting System output.

27. Can you please clarify where the City Clerk will be sitting, at the staff desks or the dais?
ANSWER: Staff Table

28. Will the (2) staff monitors mirror what is being shown on the 86" displays? Or, will there be a need for matrix routing to the displays?
ANSWER: Staff Monitors are to follow the Display or change through the Voting/Control System under the current scope.

29. Please clarify all endpoints (Presentation Displays, Staff Monitors, Dais Monitors, Broadcast Feeds, etc.)
ANSWER: Under the design intent of this RFP the matrix Destinations include the 2 Large Monitors, the Staff Monitors, the Broadcast Feed, and the Voting System which sends switched NDI to the Dais Monitors. An alternative solution would have to provide an output through other means.

30. Please clarify if all endpoints will display the same images or if matrixing capabilities will be required.
ANSWER: Clarification is partly explained in the answer #28. Large Monitors, Staff Monitors and Broadcast System are to follow "program" however the City has expressed the need for at least 2 independent feeds.

31. Will the local mute buttons on the microphones also be controlled from the control system? There weren't any logic devices included on the equipment list to provide this functionality.
ANSWER: Logic is supplied by the current design using the Intent Digital Control System. If alternative equipment is used, a method for logic control is necessary and should be specified along with the alternate solution.

32. Are the current speakers in the ceiling for a PA system or for the AV system?
ANSWER: AV System

33. What agenda management platform does the city currently use?
ANSWER: See information in answer #24

34. There are 7 positions at the dais. Will all 7 positions need monitors? Will all 7 positions require voting capabilities?
ANSWER: Voting takes place at 5 positions however monitoring is required at all positions

35. How many control panels are needed? Can you clarify whether the Mayors location will need control (over lectern microphone and/or timer)? If so, what control would they be utilizing?
ANSWER: No Mayor position control is required, only Clerks position and Broadcast Control Room

36. What controls are needed at each location?
ANSWER: Typical Video Routing, Microphone Mute and program audio controls are expected at both control position as stated above. Minor functional flexibility is also expected during design phase.

37. How many individuals typically sit at each staff desks? Will the monitors at the staff desks be mirroring the presentation source, or are they used as a local monitor for a PC/Laptop?
ANSWER: Up to 4 at each Staff table may be attending however only 3 at one staff table and 2 at the other are currently intended.

38. Do you have any information on the conduit sizes and/or pathways?
ANSWER: Conduit sizes are adequate to contain current networking and old analog video and audio cabling so its expected the wire count will be less. Pathways are below to Dais to Ceiling of the Broadcast Control Room

39. Do you have any information about the accessibility in the hard lid ceiling to the speakers and the far 86" Display?
ANSWER: Cabling is expected through conduits upon removal of the current speakers. Displays will accessible in the soffit that circles the Chamber

40. What are the locations for all the cable cubbies and USB power boxes.
ANSWER: See answer #14

41. Can you please send out the AV schematics and broadcast drawings on file. We would appreciate getting both sets of drawings.
ANSWER: See answer #1

42. Please clarify FSR USB power locations and if the contractor is responsible for millwork. Please clarify cable cubby (HDMI) locations and if the vendor is responsible for millwork modifications.
ANSWER: The minor mill work will be the responsibility of the Contractor but the City will provide the exact location of the devices to be installed. Cable Cubby's are at the staff tables and answered in previous question responses.

43. What streaming service does the City currently use?
ANSWER: See answer in #23

END OF QUESTIONS AND ANSWERS

Proposer's Signature: Hailey M. Sears

Proposer's Firm Name: Western A/V and Security

(Please submit this acknowledgement with your RFP)

CITY OF LAWNDALE
Project: Furnish and Install City Council Chamber AV Technology Systems
RFP No. B211-16

City's Written Response and Comments to Questions
Thursday, February 9, 2023

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32. Are the current speakers in the ceiling for a PA system or for the AV system?
ANSWER: AV System

33. What agenda management platform does the city currently use?
ANSWER: See information in answer #24

34. There are 7 positions at the dais. Will all 7 positions need monitors? Will all 7 positions require voting capabilities?
ANSWER: Voting takes place at 5 positions however monitoring is required at all positions

35. How many control panels are needed? Can you clarify whether the Mayors location will need control (over lectern microphone and/or timer)? If so, what control would they be utilizing?
ANSWER: No Mayor position control is required, only Clerks position and Broadcast Control Room

36. What controls are needed at each location?
ANSWER: Typical Video Routing, Microphone Mute and program audio controls are expected at both control position as stated above. Minor functional flexibility is also expected during design phase.

37. How many individuals typically sit at each staff desks? Will the monitors at the staff desks be mirroring the presentation source, or are they used as a local monitor for a PC/Laptop?
ANSWER: Up to 4 at each Staff table may be attending however only 3 at one staff table and 2 at the other are currently intended.

38. Do you have any information on the conduit sizes and/or pathways?
ANSWER: Conduit sizes are adequate to contain current networking and old analog video and audio cabling so its expected the wire count will be less. Pathways are below to Dais to Ceiling of the Broadcast Control Room

39. Do you have any information about the accessibility in the hard lid ceiling to the speakers and the far 86" Display?
ANSWER: Cabling is expected through conduits upon removal of the current speakers. Displays will accessible in the soffit that circles the Chamber

40. What are the locations for all the cable cubbies and USB power boxes.
ANSWER: See answer #14

41. Can you please send out the AV schematics and broadcast drawings on file. We would appreciate getting both sets of drawings.
ANSWER: See answer #1

42. Please clarify FSR USB power locations and if the contractor is responsible for millwork. Please clarify cable cubby (HDMI) locations and if the vendor is responsible for millwork modifications.
ANSWER: The minor mill work will be the responsibility of the Contractor but the City will provide the exact location of the devices to be installed. Cable Cubby's are at the staff tables and answered in previous question responses.

43. What streaming service does the City currently use?
ANSWER: See answer in #23

END OF QUESTIONS AND ANSWERS

Proposer's Signature: _____

Proposer's Firm Name: _____

(Please submit this acknowledgement with your RFP)

ATTACHMENT 2

Draft Agreement with Western Audio Visual and Security, with RFP, Addendum and Statement of Work

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

FURNISH AND INSTALL CITY COUNCIL CHAMBER AUDIO VISUAL TECHNOLGY SYSTEMS – WESTERN AUDIO VISUAL AND SECURITY

This Contract Services Agreement ("Agreement") is made and entered into this 6th day of November, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and Western Audio Visual and Security, a California Subchapter S Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No

such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars ($_____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days,

and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on November 6, 2023, and continue in full force and effect until completion of the services no later than June 7, 2024.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Hailey Schellin is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,00.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of $1,000,000.00 insurance in an amount not less than $2,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have

higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California.

Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and

to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
Western Audio Visual & Security, California Subchapter S Corporation

By: _____
Name: Name: Catherine Schellin
Title: President

By: _____
Name: Jay Schell
Title: Chief Financial Officer

Address: 1592 North Batavia Street, Suite 2
Orange, CA, 92867

[END OF SIGNATURES]

Touch Screens. These systems and their functional intent are generally described by the specifications in the Equipment List.

2. The system shall primarily be of high-resolution and maximum image quality based on minimum of High-Definition digital video throughput with digital audio interfacing as necessary and primarily digital signal paths.

3. Additionally, this installation includes existing devices and systems of the Broadcast TV Production Systems with at least 1 inbound and 2 outbound video channels with embedded audio as well as discreet audio sub mixes to the Broadcast audio mixer.

4. A Tightrope Automated On-Air Playback Server System is installed in the Control Room and should remain intact and technically stable. While the AV System and the On-Air playback system are independent systems, they occupy similar technical spaces so care must be taken when installing new system to do no harm to the existing On-Air or Broadcast Production Systems.

5. AV Touch Screen Control will be accommodated at the Clerks position with some control at the Mayor position with full control included from Video Control room adjacent to the Chamber.

System Functional Summary:

1. Sound Reinforcement/PA - A new Sound Reinforcement System will be installed to improve the overall sound within the Council Chamber, the audio circuit recordings as well as the audio quality distributed to the TV Channel and Web Streaming. New microphones, DSP, automatic mixers, amplifiers and sound control mechanisms will be implemented for enhancement of sound and audio.

   The sound system in the Chamber will be integrated with industry standard sound quality including high gain before feedback, sound level adjustability with high acoustic intelligibility and fidelity but with no electronic or acoustical instability.

2. Video Presentation – The Video Presentation system shall consist of 2 large Monitors on either side of the Chamber front replacing the existing single-projector presentation and screen. Additionally, each of the (7) Dais positions will have a small video monitor to provide presentation images. The displays functionality may be combined with the electronic voting system. An additional (2) displays can be available at the lower table staff positions.

   The 2 large video displays for the public shall be independently controlled from the displays at the dais and staff tables according to the Control System. The audio from any program video begins seen on the large screens shall be heard from the stereo speakers next to the large presentation monitors with fill audio being heard from distributed audio ceiling speakers.

3. Electronic Voting System – The Electronic Voting System shall provide voting configurations for multiple meeting bodies, agenda management functions, electronic roll call voting, member request-to-speak, automatic results calculation and display and

meeting management with motions and note taking. The Voting System can be combined with the Control system functionality.

4. Control System – The Control System shall control all other subsystems including powering cycling all equipment when necessary and recalling various preset states and functional status of the Sound, Video Presentation and Displays, and Voting Systems. Several hardware items included in the Control System will be controlled including the matrix video switch, the DSP, the Microphones, video displays and necessary minor equipment to allow for maximum control and automation of the AV systems.

Consultant must ensure timely delivery of the equipment and notify the City of any equipment delays, expected or not, and will report the reasons for such delays.

Consultant shall allow for a flexible on-site installation schedule including any unscheduled project delays, such as delivery delays. The City will make every effort to provide Consultant with access to the work area and a continuous work schedule without delays or interruption. Consultant will manage and oversee all aspects of the on-site system installation and will be responsible for the installation and integration of all equipment as specified in the plan design in the proposal, including the installation of any City furnished equipment.

Systems performance testing and proof of performance are to meet or exceed the industry standards for robotics camera and remote-control performance.

Training of City staff will begin when the City determines the respective systems are substantially operational. Scheduling of training will be coordinated with the City's representative.

Consultant warrants that all design work, equipment, software and services being provided pursuant to this Agreement are free from defects for a period of one year from the date of project acceptance by the City.

EXHIBIT "B"

SPECIAL REQUIREMENTS

- A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Western Audio Visual & Security. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services
- If coverage is maintained on a "claims-made" basis, Consultant must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Western Audio Visual

City of Lawndale
City Council Chamber AV

Council Chamber
Typical of 1 - Proposal Includes 1

Representative Haley Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaleyS@wav1.com
Revision 11/2/2023

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Display System		
	2	Samsung	QB85R-B	85" Commercial Display, 350 nits	$ 2,557.00	$ 5,114.00
	1	Chief	XTM1U	Extra-Large Fusion® Micro-Adjustable Tilt Wall Mount	$ 282.00	$ 282.00
	1	Chief	PNRUB	Large Flat Panel Swing Arm Wall Display Mount - 25 Inch Extension	$ 603.00	$ 603.00
	9	Planar	PCT2235	22" LCD Touchscreen Monitor, 1920 x 1080 (7 Dais, 2 Staff)	$ 272.00	$ 2,448.00
				Signal Distribution and Switching System		
	7	Visionary Solutions	E4100	PacketAV Encoder (Sources Listed Below)	$ 647.00	$ 4,529.00
	3	Visionary Solutions	D4100	PacketAV Decoder (Display 2, Dais & Staff, Broadcast)	$ 647.00	$ 1,941.00
	1	Visionary Solutions	DuetD-2	PacketAV Duet 2 Decoder with Dante (Display 1)	$ 973.00	$ 973.00
	1	Kramer Electronics	VM-10H2	1:10 4K HDR HDMI DA (Video Distribution at Dais)	$ 945.00	$ 945.00
				Sources (2) Staff Tables (HDMI Only) (1) Lectern (HDMI Only) Control Room Web Conferencing PC ***(Owner Furnished)***		
	1	Barco Clickshare	R9861511US	C-10 Wireless Presentation Device Broadcast System AgendaLink Display Interface	$ 2,099.00	$ 2,099.00
				Audio System		
	13	Shure	MX418D/C	***Existing*** Desktop Microphones		***Existing***
	4	Shure	MX418D/C	Gooseneck Microphones LED w/Bases and Logic Switches ***(Spares)***	$ 260.00	$ 1,040.00
	1	Shure	MX424/C	24" Gooseneck Microphone, Cardioid (Podium)	$ 184.00	$ 184.00
	1	Shure	QLXD124/85	Handheld and Lavalier Combo Wireless Mic System	$ 1,335.00	$ 1,335.00
	2	Shure	UA834WB	In-line antenna amp., remote mount (470-902 Mhz)	$ 136.00	$ 272.00
	1	Shure	UA844SWB	Antenna Distribution System	$ 445.00	$ 445.00
	1	Crown	DCi 4x300	Four-channel, 300W @ 4Ω Analog Power Amplifier, 70V/100V	$ 1,419.00	$ 1,419.00
	6	JBL	Control 25-1-WH	5-1/4" Surface Mount Speaker, White	$ 158.00	$ 948.00
	6	JBL	MTC-25UB-1-WH	U-Bracket for Control 25 Series, White	$ 29.00	$ 174.00
	1	Biamp	TesiraFORTE AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	$ 2,631.00	$ 2,631.00
	1	Biamp	TesiraFORTE AVB AI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, and 128 x 128 channels of AVB	$ 1,974.00	$ 1,974.00
	2	Biamp	Tesira EX-LOGIC	PoE controller with 16 logic GPIO	$ 420.00	$ 840.00
	7	RDL	DB-PSP1	Decora-Style Active Loudspeaker - Black - User Level Adjust (Dais Positions)	$ 209.00	$ 1,463.00
	7	RDL	PS-24AS	24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug	$ 27.00	$ 189.00
	1	Denon	DN-900R	Audio Recorder w/Network SD, USB, FTP send	$ 815.00	$ 815.00
				Control System		
	1	Planar	PCT2235	22" LCD Touchscreen Monitor, 1920 x 1080 (Clerks Touchscreen)	$ 272.00	$ 272.00
	1	Crestron	CP4N	4-Series™ Control System	$ 1,674.00	$ 1,674.00
	1	Crestron	DGE-100	Digital Graphics Engine 100 (Clerk's Touchscreen)	$ 1,196.00	$ 1,196.00

City of Lawndale
City Council Chamber AV

Representative Haley Schelin
Mobile 949 584 7028
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Email HaleyS@wav1.com
Revision 11/2/2023

Council Chamber
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Minutes Management System		
	3	Cloud Driven Solutions	AgendaLink Solo 3 Year	Software License Fees AgendaLink Solo 3 Year 3 year license for AgendaLink Solo Including features such as: agenda creation/importing, Granicus Legistar integration, request to speak, motion recording, voting (in person and remote), speaker timer, live meeting output, automatic minutes recording, and completed meetings access via web/pdf/api. *3 YEAR LICENSE, RECURRING FEES CONTINUE AT YEAR 4*	$ 956.00	$ 2,868.00
	3	Cloud Driven Solutions	AgendaLink Advanced Support	Advanced Support Services which include: 24/7 availability via phone, email, text, and chat ; 1 hours response times ; 6 hours of virtual training	$ 3,261.00	$ 9,783.00
	1	Cloud Driven Solutions	AgendaLink Solo Onboarding	One time platform setup fee and client training.	$ 1,359.00	$ 1,359.00
	1	Cloud Driven Solutions	AgendaLink Edge Controller	Edge Controller Appliance that bridges software to control local Audio/Video devices.	$ 1,359.00	$ 1,359.00
	8	Brightsign	XT1144	Web Appliance for (7) Voting Stations and Vote Display Server	$ 596.00	$ 4,768.00
				Miscellaneous Components		
	10	FSR	TC-CHRG-BLK-6	USB Charging Port with AC Power Connector	$ 158.00	$ 1,580.00
	1	Netgear	GSM4230PX-100NAS	AV Line 24x1G PoE+ 480W 2x1G and 4xSFP+ Managed Switch	$ 1,490.00	$ 1,490.00
	1	Netgear	GS324PP-100NAS	24 Port Unmanaged PoE+ (380W) Network Switch (CDS Players & Digital Nameplates)	$ 575.00	$ 575.00
	1	APC	SMT750RM2UC	Smart-UPS Battery Backup & Surge Protector SmartConnect	$ 561.00	$ 561.00
	2	Extron	60-1933-01	Cable Cubby 100 Black w/ AC Power Module	$ 229.00	$ 458.00
				Council Chamber Equipment Sub-Total:		**$ 60,605.00**

Miscellaneous Materials

Cable & Connectors	$ 1,377.00
Installation Hardware & Accessories	$ 689.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$ 689.00
Miscellaneous Materials Sub-Total	**$ 2,755.00**

City of Lawndale
City Council Chamber AV

Representative Haley Schelin
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Revision 11/2/2023

Council Chamber
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Integration Labor						
				Engineering & Drafting	$	8,185.00
				Control Programming	$	7,385.00
				Project Management	$	4,185.00
				Staging & Assembly	$	924.00
				Installation & Testing	$	29,293.00
				Training, Closing, & Commissioning	$	7,847.00
				Travel	$	-
				Sub-Contract	$	-
				G & A	$	976.00
				Integration Labor Sub-Total	**$**	**58,795.00**
Extended Warranty & Maintenance Agreement					**Years**	**Price**
				Extended Service Plan	1	$ 1,821.00
				Service Sub-Total	**$**	**1,821.00**
Council Chamber Totals						
				Total Equipment	$	63,360.00
				Total Labor	$	58,795.00
				Equipment and Labor Subtotal	$	122,155.00
				Total Shipping and Handling	$	1,890.00
				Additional Shipping for Overnight or Large Items	$	-
				Subtotal	$	124,045.00
				Sales Tax	10.25% $	6,688.13
				Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0 $	-
				Electronic Waste Fee 15" - 34" ($5.00)	QTY: 10 $	50.00
				Electronic Waste Fee 35" and Greater ($6.00)	QTY: 2 $	12.00
				Electronic Waste Fee Total	$	62.00
				Total Service Agreement	$	1,821.00
				Bond (if required)	$	-
					$	**132,616.13**

Western Audio Visual

City of Lawndale
City Council Chamber AV

ALT. CDS Horizon
Typical of 1 - Proposal Includes 1

Representative Hailey Schellin
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Email HaileyS@wav1.com
Revision 11/2/2023

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Agenda and Minutes Management		
	3	Cloud Driven Solutions	AgendaLink Horizon 1yr License	1 year license for AgendaLink Horizon. Horizon is the modern cloud based meeting/agenda management platform with features such as processes, tasks, live meeting management, sharing, public portal, citizen engagement, and more.	$ 1,902.00	$ 5,706.00
	3	Cloud Driven Solutions	AgendaLink Advanced Support	Advanced Support Services which include: 24/7 availability via phone, email, text, and chat ; 1 hours response times ; 6 hours of virtual training	$ 3,261.00	$ 9,783.00
	1	Cloud Driven Solutions	AgendaLink Horizon Onboarding	One time platform setup fee and client training.	$ 2,174.00	$ 2,174.00
	-3	Cloud Driven Solutions	AgendaLink Solo 3 Year	Software License Fees AgendaLink Solo 3 Year 3 year license for AgendaLink Solo Including features such as: agenda creation/importing, Granicus Legistar integration, request to speak, motion recording, voting (in person and remote), speaker timer, live meeting output, automatic minutes recording, and completed meetings access via web/pdf/api. ***3 YEAR LICENSE, RECURRING FEES CONTINUE AT YEAR 4***	$ 956.00	$ (2,868.00)
	-1	Cloud Driven Solutions	AgendaLink Solo Onboarding	One time platform setup fee and client training.	$ 1,358.00	$ (1,358.00)
				ALT. CDS Horizon Equipment Sub-Total:		**$ 13,437.00**

Miscellaneous Materials	
Cable & Connectors	$ -
Installation Hardware & Accessories	$ -
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$ -
Miscellaneous Materials Sub-Total	**$ -**

Integration Labor	
Engineering & Drafting	$ -
Control Programming	$ -
Project Management	$ -
Staging & Assembly	$ -
Installation & Testing	$ -
Training, Closing, & Commissioning	$ -
Travel	$ -
Sub-Contract	$ -
G & A	$ -
Integration Labor Sub-Total	**$ -**

Extended Warranty & Maintenance Agreement	Years	Price
Extended Service Plan	0	$ -
Service Sub-Total		**$ -**

ALT. CDS Horizon Totals		
Total Equipment		$ 13,437.00
Total Labor		$ -
Equipment and Labor Subtotal		$ 13,437.00
Total Shipping and Handling		$ -
Additional Shipping for Overnight or Large Items		$ -
Subtotal		$ 13,437.00
Sales Tax	0.00%	$ -
Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0	$ -
Electronic Waste Fee 15" - 34" ($5.00)	QTY: 0	$ -
Electronic Waste Fee 35" and Greater ($6.00)	QTY: 0	$ -
Electronic Waste Fee Total		$ -
Total Service Agreement		$ -
Bond (if required)		$ -
		$ 13,437.00

City of Lawndale
City Council Chamber AV

Representative Haley Schelin
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Email HaleyS@wav1.com
Revision 11/2/2023

ALT. Digital Name Plates
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Display System		
	7	Bluefin	BLFN-20-3008-1132	24" LCD Monitor (1920 x 360) with Built-In Signage Appliance	$ 734.00	$ 5,138.00
				All Dais Modifications by OTHERS		
				ALT. Digital Name Plates Equipment Sub-Total:		**$ 5,138.00**

Miscellaneous Materials	
Cable & Connectors	$ 282.00
Installation Hardware & Accessories	$ 60.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$ -
Miscellaneous Materials Sub-Total	**$ 342.00**

Integration Labor	
Engineering & Drafting	$ -
Control Programming	$ -
Project Management	$ -
Staging & Assembly	$ -
Installation & Testing	$ 3,139.00
Training, Closing, & Commissioning	$ -
Travel	$ -
Sub-Contract	$ -
G & A	$ -
Integration Labor Sub-Total	**$ 3,139.00**

Extended Warranty & Maintenance Agreement	Years	Price
Extended Service Plan	1	$ 937.50
Service Sub-Total		**$ 937.50**

ALT. Digital Name Plates Totals		
Total Equipment		$ 5,480.00
Total Labor		$ 3,139.00
Equipment and Labor Subtotal		$ 8,619.00
Total Shipping and Handling		$ 165.00
Additional Shipping for Overnight or Large Items		$ -
Subtotal		$ 8,784.00
Sales Tax	10.25%	$ 578.61
Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0	$ -
Electronic Waste Fee 15" - 34" ($5.00)	QTY: 7	$ 35.00
Electronic Waste Fee 35" and Greater ($6.00)	QTY: 0	$ -
Electronic Waste Fee Total		$ 35.00
Total Service Agreement		$ 937.50
Bond (if required)		$ -
		$ 9,866.36

City of Lawndale
City Council Chamber AV

ALT. Tightrope
Typical of 1 - Proposal Includes 1

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 11/2/2023

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Display System						
	1	Tightrope Media Systems	CBL-SVR450-VOD-Lite	Cablecast VOD and Automation server in a 1 RU chassis. Streams H.264 HLS Adaptive bitrate VOD to mobile devices, OTT and desktops. 8TB Content drive and 256GB OS drive. 3 year hardware warranty and system commissioning included.	$ 5,259.00	$ 5,259.00
	1	Tightrope Media Systems	CBL-REFLECT-VOD	Annual Cloud-based reflection service operating in conjunction with a Cablecast Pro VOD server that provides a virtually unlimited number of internet video streams while conserving your internal bandwidth.	$ 1,131.00	$ 1,131.00
				ALT. Tightrope Equipment Sub-Total:		**$ 6,390.00**

Miscellaneous Materials	
Cable & Connectors	$ -
Installation Hardware & Accessories	$ -
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$ -
Miscellaneous Materials Sub-Total	**$ -**

Integration Labor	
Engineering & Drafting	$ 1,024.00
Control Programming	$ -
Project Management	$ -
Staging & Assembly	$ -
Installation & Testing	$ -
Training, Closing, & Commissioning	$ 1,047.00
Travel	$ -
Sub-Contract	$ -
G & A	$ -
Integration Labor Sub-Total	**$ 2,071.00**

Extended Warranty & Maintenance Agreement	Years	Price
Extended Service Plan	0	$ -
Service Sub-Total		**$ -**

ALT. Tightrope Totals		
Total Equipment		$ 6,390.00
Total Labor		$ 2,071.00
Equipment and Labor Subtotal		$ 8,461.00
Total Shipping and Handling		$ -
Additional Shipping for Overnight or Large Items		$ -
Subtotal		$ 8,461.00
Sales Tax	10.25%	$ 654.98
Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0	$ -
Electronic Waste Fee 15" - 34" ($5.00)	QTY: 0	$ -
Electronic Waste Fee 35" and Greater ($6.00)	QTY: 0	$ -
Electronic Waste Fee Total		$ -
Total Service Agreement		$ -
Bond (if required)		$ -
		$ 9,115.98

Western Audio Visual

City of Lawndale
City Council Chamber AV

ALT. Displays
Typical of 1 - Proposal Includes 1

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com

Revision 11/2/2023

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Display System		
	1	Samsung	QB98T-B	98" Commercial Display, 350 nits	$ 7,348.00	$ 7,348.00
	-1	Samsung	QB85R-B	85" Commercial Display, 350 nits	$ 2,557.00	$ (2,557.00)
				ALT. Displays Equipment Sub-Total:		**$ 4,791.00**

Miscellaneous Materials		
Cable & Connectors	$	-
Installation Hardware & Accessories	$	-
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$	-
Miscellaneous Materials Sub-Total	**$**	**-**

Integration Labor		
Engineering & Drafting	$	-
Control Programming	$	-
Project Management	$	-
Staging & Assembly	$	-
Installation & Testing	$	-
Training, Closing, & Commissioning	$	-
Travel	$	-
Sub-Contract	$	-
G & A	$	-
Integration Labor Sub-Total	**$**	**-**

Extended Warranty & Maintenance Agreement	Years		Price
Extended Service Plan	0	$	-
Service Sub-Total		**$**	**-**

ALT. Displays Totals			
Total Equipment		$	4,791.00
Total Labor		$	-
Equipment and Labor Subtotal		$	4,791.00
Total Shipping and Handling		$	-
Additional Shipping for Overnight or Large Items		$	-
Subtotal		$	4,791.00
Sales Tax	10.25%	$	491.08
Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0	$	-
Electronic Waste Fee 15" - 34" ($5.00)	QTY: 0	$	-
Electronic Waste Fee 35" and Greater ($6.00)	QTY: 0	$	-
Electronic Waste Fee Total		$	-
Total Service Agreement		$	-
Bond (if required)		$	-
		$	**5,282.08**

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will design all systems, furnish specified equipment and materials, and provide all installation labor, programming, adjustments, and training for the complete integration of the AV Technology Systems according to the Equipment List in the City's Request for Proposals for this project (RFP) including the Project Deliverables. The RFP and Addendums are attached hereto and incorporated herein as Exhibit "A-1".

Consultant's work includes all demolition of the City's existing AV systems and installation of the new, including new wiring, new components, all new software and computer interfacing, programming, testing, interfacing with the existing Broadcast TV System. Installation will include mounting, attachment, anchoring of new equipment and the use of new materials necessary for completion of the project, as well as all commissioning and training as stipulated in the RFP. Consultant will demonstrate by specified tests that all components and the completed systems meet the specifications and performance required, to the satisfaction of the City.

Consultant will furnish all labor, tools, supporting hardware, transportation and delivery for the procurement, assembly, fabrication, setup, programming, testing and installation of all materials, supplies, software, hardware, and equipment as needed for the full and complete implementation of the project to the City's satisfaction.

A design review meeting to discuss the project will occur immediately upon award of the contract. A design-intent is described in the specifications herein and therefore requires a subsequent analysis of the design-intent by the Consultant to ensure full understanding and begin the process of a complete detailed design specifications. Upon completion of subsequent analysis of the project design, Consultant will provide the analysis to the City to ensure both parties full understanding of the design specifications and intent. This meeting between Consultant and the City will occur within 10 days of contract award.

General Technical Objectives of the installation include furnishing all labor, tools, supporting hardware, transportation and delivery for the procurement, assembly, fabrication, setup, programming, testing and installation of all materials, supplies, software, hardware, equipment as specified in the Equipment List.

Additionally, this installation includes existing devices and systems to be interfaced with the AV systems TV Production System including connecting the incoming AV system through audio direct outs and a scan converter and outbound Video and Audio signals to the existing on-air playback System. A touch screen camera control and shot management system shall be installed to allow for maximum ergonomic flexibility and comfort by installing articulating arms for monitors and placing table top equipment in appropriate areas.

Summary of Technical Objectives:

1. The City Council Chamber AV Technology Systems upgrade project shall include furnishing and installing the subsystems including a Sound Reinforcement System, a Video Presentation/Monitoring System, an Electronic Voting System, and a Control System with

Western Audio Visual

Client City of Lawndale
Project Name City Council Chamber AV

Representative Halley Schelin
Mobile 949.584.7028
Office 714.637.7557
Email HalleyS@wav1.com
Date 11/2/2023

Project Contact

Contact Raylette Felton
Address 14717 Burin Avenue.,
City, State, Zip Lawndale, CA 90260
Phone (310) 973-3200
Mobile
Email rfelton@lawndalecity.org

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping and Handling	Sales Tax	eWaste	Labor	Maintenance (1 Year)	Bond	Cost Per Room	TOTAL
Council Chamber	1	$ 63,360.00	$ 1,890.00	$ 6,688.13	$ 62.00	$ 58,795.00	$ 1,821.00	$ -	$ 132,616.13	$ 132,616.13
ALT. CDS Horizoı	1	$ 13,437.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,437.00	$ 13,437.00
ALT. Digital Name	1	$ 5,480.00	$ 165.00	$ 578.61	$ 35.00	$ 3,139.00	$ 937.50	$ -	$ 10,335.11	$ 10,335.11
ALT. Tightrope	1	$ 6,390.00	$ -	$ 654.98	$ -	$ 2,071.00	$ -	$ -	$ 9,115.98	$ 9,115.98
ALT. Displays	1	$ 4,791.00	$ -	$ 491.08	$ -	$ -	$ -	$ -	$ 5,282.08	$ 5,282.08
									Base Project Total	$ 170,786.29

EXTENDED WARRANTY & MAINTENANCE RENEWAL SCHEDULE

STANDARD RENEWAL RATE $5,517.00

	Year 1	Year 2	Year 3	Year 4	Year 5
Rate	$2,758.50	$5,517.00	$5,517.00	$5,517.00	$5,517.00
Discount	*50%*	*0%*	*0%*	*0%*	*0%*

PROJECT TOTAL: $170,786.29

NOTES:

This proposal includes prevailing wage rates.

Billing Terms:

100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature | Printed Name & Title | Date

This quote is valid for 30 days. The sales tax is subject to change—in the event of a an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Project Timeline - Tentative

November 9th, 2023 – Consultant to receive final agreement and Purchase Order

November 13th - 17th – Kick off Meeting with Consultant; Consultant order all equipment

January 2024 – Consultant Ship and Deliver equipment to City

February 2024 – Consultant to Install and Commission System at the City; working around City Council Meetings

REQUEST FOR PROPOSALS

Furnish and Install City Council Chamber AV Technology Systems
RFP No. B2211-16

Release Date: December 21, 2022

Deadline for Submission: February 9, 2023

Proposals should be submitted to:

City of Lawndale
City Clerk's Office
Attn: Yvette Hall
Assistant City Clerk
14717 Burin Avenue, Lawndale, CA 90260

CITY OF LAWNDALE
14717 Burin Avenue
Lawndale, CA 90260

RFP NO. BN2211-16

Request for Proposals (RFP) to
Furnish and Install City Council Chamber AV Technology Systems

PROPOSAL SUBMITTAL INFORMATION

PLACE:	CITY OF LAWNDALE Yvette Hall, Assistant City Clerk City Clerk's Office 14717 Burin Avenue. Lawndale, CA 90260
DEADLINE:	**5:00 PM**
DATE:	**Thursday, February 9, 2023**

The ***ORIGINAL, PLUS TWO (2) PAPER COPIES AND 1 DIGITAL COPY*** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP number and title. The digital copy must be provided on a USB drive.
PROPOSALs MUST BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED.

All submitted Proposals must include the following components:
• A completed copy of the Vendor's Responses form (Section III of this document). If additional space is required, attach additional pages. • A signed Proposer's Affidavit (Exhibit C) • A Proposed Project Timeline (a sample is set forth on Exhibit B)
Prior to the award of a Contract Services Agreement
• Proof of a City of Lawndale Business License. • Proof of insurance as indicated in the terms and conditions of this RFP document.

Any questions regarding this RFP should be directed to:
Raylette Felton, Assistant to CM/HR Director
email: rfelton@lawndalecity.org
phone: (310) 973-3200

Notice of Mandatory Pre-Proposal Meeting:

The City will conduct a mandatory briefing session and job walk for prospective proposers

January 18th at 10:30 a.m.

City Council Chamber, 14717 Burin Avenue, Lawndale CA 90260

CITY OF LAWNDALE
14717 Burin Avenue
Lawndale, CA 90260

RFP NO. B2211-16

RFP to Furnish and Install City Council Chamber AV Technology Systems

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SECTION I - RFP INSTRUCTIONS AND INFORMATION

Definitions:

The following meanings are intended for the following words when used in these specifications. The word "City" means the City of Lawndale. The words "Proposer" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a Proposal on these specifications or any part thereof. "Successful Proposer" means the Proposer, Vendor or Contractor will be awarded the contract. The words "purchase agreement", "contract", ""blanket contract" mean the contract services agreement between the Successful Proposer and the City for the purchase of goods and services.

RFP Schedule of Events:

The RFP Schedule of Events, represents the City's best estimate of the schedule to be followed. Unless otherwise specified, the time-of-day deadline for the following events will be 5:00 PM PST.

The City reserves the right, at its sole discretion, to adjust this schedule as deemed necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers.

1.	**City Issues RFP (Release Date)**		**12/21/22**
2.	**Mandatory Site visit and Job Walk**	**(10:30 AM)**	**01/18/23**
3.	**Deadline for Written Questions and Comments**		**01/26/23**
4.	**City Issues Responses to Written Questions and Comments**		**02/02/23**
5.	**Deadline for Submitting a Proposal**	**(5:00 PM)**	**02/09/23**
6.	**City Completes Evaluations**		**03/02/23**
7.	**Tentative Award of Contract**		**03/20/23**

Proposal Form:

Each proposal must be made on the form provided for that purpose herein, enclosed in a sealed envelope, and marked "**RFP to Furnish and Install City Council Chamber AV Technology Systems Project**" and addressed to:

City of Lawndale
Yvette Hall, City Clerk's Office
14717 Burin Avenue Lawndale, CA 90260

If the proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to sign contracts. A full business address, telephone (and fax number if available) must be given. No faxed, emailed or telephonic proposals will be considered.

Any unauthorized conditions, limitations, or provisos attached to a proposal may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the RFP form over the signature of the Proposer.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening Proposals. Revisions and amendments, if any, will be announced by the issuance of an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City will postpone the opening date.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. This RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP become the property of the City upon receipt by the City.

Affidavit:

An affidavit form is enclosed as Exhibit C. This form must be completed and executed to demonstrate that the Proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the Proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham Proposer or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any Proposal submitted without an affidavit or in violation of this requirement will be rejected.

Standards for Evaluation of Proposals:

City staff will use the following priorities (which includes costs) in determining which Proposal best meets the needs of the City. The City will be the sole determiner of suitability of a Proposal to the City's needs.

- Proposals will be rated according to their completeness and understanding of the City's needs
- Conformance to the requirements of the specifications
- Prior experience with comparable projects, deliverables
- Recent Annual AV Industry certifications and relationships with Manufacturers including AMX, Crestron, Extron, Biamp, QSC and others who may be a part of the design (verifiable certifications)
- Cost or final Price of Proposal inclusive of all Scope of Work and both itemized and total price of goods
- Quality of the material (equipment) or services offered
- References showing experience or the proven ability, capacity and skill of the Proposer to perform the required duties and provide the materials and services
- The capacity of the Proposer to perform or provide the service promptly, within the time specified, and without delay or interference.
- The ability of the Proposer to develop a system to the satisfaction of the City in a timely manner
- The ability of the Proposer to provide future diagnostics, maintenance, or repair services as may be required

The City will have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above.

Errors and Omissions:

The Proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Proposer's specifications submitted with its Proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, the information and specifications of this document, investigate the conditions to be encountered, and the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

Brand Names:

Wherever brand, manufacturer, product names or numbers are indicated in these specifications, they are included for the purpose of establishing a type, quality and functionality of the product required, unless the description specifically says NO SUBSTITUTE. Line-item, manufacturer, manufacturer's model number and description must be provided. A demonstration that alternative items being proposed meet or exceed those specified will be required. Any design changes necessary to complete the installation when alternative items are proposed will be the sole responsibility of the Proposer. The City will be the sole judge of the relative merits of any comparative products proposed.

Delivery:

Inside Delivery Required. It is the responsibility of the Proposer to provide all equipment and labor necessary to unload the shipment as directed by the City. The City may refuse shipment if delivery does not comply with this requirement. All deliveries of such items to be furnished must be made to job sites or City warehouses within the boundaries of the City.

Prices in the Proposal are to be FOB (free on board) Destination, only once delivered to the City.

Partial Proposal:

NO Partial Proposals allowed. Any Proposals not incompliance with all requirements found herein will be considered non-responsive and not considered for award.

Firm Price:

Prices for the equipment specified are to remain firm for the term of the contract. The City reserves the right to reject any or all Proposals with pricing of less than 3 months. Further, the City reserves the right to negotiate prices.

Equipment Guarantee:

All equipment furnished will be guaranteed by the Proposer/Selected Vendor for a minimum period of one year against defects in design, material and workmanship. The warranty period will begin with acceptance of the equipment. Warranty repairs to correct discrepancies identified during this period will include labor and materials at no cost to the City. Any faulty equipment that, in the judgment of the City, is not reasonably repairable will be replaced by the Proposer/ Selected Vendor as a warranty action.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City. A copy of this RFP, any addenda, and the proposer's accepted Proposal will be attached to and become a part of the contract. All services supplied by the Proposer/ Selected Vendor ("Vendor") must comply with all applicable requirements of the City Ordinances and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Vendor, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

A copy of City's standard contract services agreement is attached hereto as Exhibit E. Each proposal must include a statement of any requested changes the Proposer would seek in connection with the contract.

Term of Agreement:

The term of the agreement will be for a period not to exceed 6 months.

Payment Schedule:

65% upon delivery of all equipment on-site and City's receipt of all packing slips and invoices
20% upon both systems being substantially completed and fully operational
15% upon total system acceptance

Patent Rights:

The Vendor will be required to agree to save, keep, bear harmless, defend and fully indemnify the City and any of its officers, employees and agents from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent or intellectual property rights of any person or persons in connection with the services and goods supplied under the contract by Vendor.

Mandatory Pre-Proposal Meeting:

Vendors intending to propose on this project must have a representative from their company in attendance at the mandatory pre-proposal meeting. Vendors submitting proposals without attending this conference will be disqualified. No exceptions will be allowed.

Terms and Conditions:

The terms, conditions and specifications found herein, will be attached to and made part of the Purchase Agreement.

Insurance Requirements: Proof of insurance is not required to be submitted with your proposal. However, all approved Certificates of Liability Insurance, Additional Insured, Primary, Non-contributory, Notice of Cancellation and Waiver of Subrogation endorsements from an insurance company with an approval rating of A-VII or greater in Best's Rating Guide will be required prior to the City's award of the contract. The following are the standard types and minimum amounts of insurance which will be required by the City:

- Commercial General Liability Insurance with minimum limits of $1,000,000.00 for each occurrence and $2,000,000 annual aggregate
- Business Automobile Liability Insurance with minimum limits of $1,000,000.00 for each occurrence, combined single limit for Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage

- Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance on state approved policy with liability limits no less than $1,000,000 per accident and disease
- Professional (Errors and omissions) Liability Insurance with limits of not less than $1,000,000 per claim or per occurrence and $1,000,000 annual aggregate
- Builder Risk (Owner's Liability) Insurance coverage for the value of the project

Each policy must include the City of Lawndale, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

Licenses: The selected proposer shall hold, and provide copies upon request by the City, of valid permits, licenses, certificates and other documents as required by the Federal, State, County, City and other governmental or regulatory bodies to legally engage in the services to be provided.

The selected proposer must notify the City immediately of any suspension, termination, lapse, non-renewals or restriction of required licenses, certificates, or other documents which may be cause for immediate termination of the Agreement.

City Business License: The selected proposer shall obtain a City of Lawndale business license from the Finance Department before the commencement of services. In addition, the selected proposer shall be required to pay all other required license and permit fees related to doing business with the City, if applicable.

SECTION II – SPECIFICATIONS

Project Summary: The Council Chamber facilitates many of the City's civic meetings. The AV Technology Systems allow the elected officials, City staff and others to effectively communicate to the public. The adjacent and technically interfacing Broadcast TV System provides a "live" video to the Lawndale community by way of the Lawndale Cable Television Channel carried on the Spectrum/Time Warner Cable system. The City also streams various public meetings through their on-line web streaming social media destinations. As several civic meetings utilize the Chamber technology, it is necessary to provide a flexible system to accommodate various room applications and configurations for vital communications between the local government and the community they serve.

Scope of Services: The successful Proposer (Vendor) will design all systems, furnish specified equipment and materials, and provide all installation labor, programming, adjustments and training for the complete integration of the AV Technology Systems and in accordance with the design intent found in the EXHIBIT A - Equipment List, and the AV Schematic Overview Drawing, as well as other specifications (provided at JOB WALK).

The vendor is also responsible for the complete demolition of the old AV systems and installation of the new, including new wiring, new components, all new software and computer interfacing, programming, testing, interfacing with the existing Broadcast TV System. Installation will include mounting, attachment, anchoring of new equipment and the use of new materials necessary for completion of the project.

General Project Provision: Under the general requirements of this RFP, the successful Proposer is to furnish all labor, tools, supporting hardware, transportation and delivery for the procurement, assembly, fabrication, setup, programming, testing and installation of all materials, supplies, software, hardware, equipment as specified in this document for the full and complete implementation of the project.

Design Review Provision: A special provision to the general requirements requires that a design review meeting of the project occur immediately upon award of the contract. Only a design-intent is described in the specifications herein and therefor requires a subsequent analysis of the design-intent by the Vendor to ensure full understanding and begin the process of a complete detailed design and

specifications to be submitted to the City with progressively completed design drawings delivered by ACAD/PDF copies and including a Bill of Materials List (BOM). Any current Drawings/Documentation will be handed out at the SITE VISIT/JOB WALK.

Testing, Proof of Performance: The successful Proposer will demonstrate by specified performance tests that all components and the completed systems meet the specifications and performance to the satisfaction of the City. Understanding and reviewing all of the City's functional and operational needs of the City is necessary and acknowledged by the Proposer upon submittal of a proposal in response to this RFP.

Project Funding: The City has funding currently budgeted and available for this project. The not-to-exceed budget proposed by the successful Proposer for this project, including equipment, installation and testing of the completed working systems shall comprise the entire amount required for a fully delivered system. Submission of a response to this Proposal will constitute acknowledgment and acceptance that all the goals of this project set forth in this document as described or implied will be met within the not-to-exceed amount stipulated in the vendor's Proposal.

Summary of Technical Objectives:

1. The City Council Chamber AV Technology Systems upgrade project shall include furnishing and installing the subsystems including a Sound Reinforcement System, a Video Presentation/Monitoring System, an Electronic Voting System, and a Control System with Touch Screens. These systems and their functional intent are generally described by the specifications herein including the EXHIBIT A "Equipment List".

2. The system shall primarily be of high-resolution and maximum image quality based on minimum of High-Definition digital video throughput with digital audio interfacing as necessary and primarily digital signal paths.

3. Additionally, this installation includes existing devices and systems of the Broadcast TV Production Systems with at least 1 inbound and 2 outbound video channels with embedded audio as well as discreet audio sub mixes to the Broadcast audio mixer.

4. A Tightrope Automated On-Air Playback Server System is installed in the Control Room and should remain intact and technically stable. While the AV System and the On-Air playback system are independent systems, they occupy similar technical spaces so care must be taken when installing new system to do no harm to the existing On-Air or Broadcast Production Systems.

5. AV Touch Screen Control will be accommodated at the Clerks position with some control at the Mayor position with full control included from Video Control room adjacent to the Chamber.

System Functional Summary:

1. Sound Reinforcement/PA - A new Sound Reinforcement System will be installed to improve the overall sound within the Council Chamber, the audio circuit recordings as well as the audio quality distributed to the TV Channel and Web Streaming. New microphones, DSP, automatic mixers, amplifiers and sound control mechanisms will be implemented for enhancement of sound and audio.

   The sound system in the Chamber will be integrated with industry standard sound quality including high-gain before feedback, sound level adjustability with high acoustic intelligibility and fidelity but with no electronic or acoustical instability.

2. Video Presentation – The Video Presentation system shall consist of 2 large Monitors on either side of the Chamber front replacing the existing single-projector presentation and screen. Additionally, each of the (7) Dais positions will have a small video monitor to provide presentation images. The displays functionality may be combined with the electronic voting system. An additional (2) displays can be available at the lower table staff positions.

   The 2 large video displays for the public shall be independently controlled from the displays at the dais and staff tables according to the Control System. The audio from any program video begin seen on the large screens shall be heard from the stereo speakers next to the large presentation monitors with fill audio being heard from distributed audio ceiling speakers.

3. Electronic Voting System – The Electronic Voting System shall provide voting configurations for multiple meeting bodies, agenda management functions, electronic roll call voting, member request-to-speak, automatic results calculation and display and meeting management with motions and note taking. The Voting System can be combined with the Control system functionality.

4. Control System – The Control System shall control all other subsystems including powering cycling all equipment when necessary and recalling various preset states and functional status of the Sound, Video Presentation and Displays, and Voting Systems. Several hardware items included in the Control System will be controlled including the matrix video switch, the DSP, the Microphones, video displays and necessary minor equipment to allow for maximum control and automation of the AV systems.

Equipment Procurement: The successful Proposer will be required to provide projected equipment delivery dates. The Vendor is required to notify the City of any equipment delays, expected or not, and will report the reasons for such delays. The Vendor will provide duplicates of equipment packing slips to the City if off-site construction of the system is chosen.

Installation: The Vendor shall expect and allow for a flexible on-site installation schedule in case of any unscheduled project delays, such as delivery delays or change orders. The City will make every effort to provide the Vendor with as long of a continuous work schedule as possible. The Vendor will manage and oversee all on-site system installation. The successful Proposer will be responsible for the installation and integration of all equipment specified including customer furnished equipment. All materials and hardware necessary for the above integration must be included in totals.

The City Council Chamber installation will commence after an initial kick-off and design review meeting and subsequently the receipt of all major devices and an appropriate schedule can be agreed upon between the successful Proposer and the City.

A specification for Rack furniture is provided in the equipment specifications however determination of replacement will be a part of the design stage. The successful Proposer/Vendor will be responsible for demolition of the current rack equipment, if necessary, which contains the primary AV System.
Equipment procurement should be completed in a timely manner so as not to delay the beginning of the installation schedule. This will require realistic projections of any shipping delays and should be provided to the City within 10 days of the kick-off meeting for the project.

Software Programming/Ownership: Changes to the design will be submitted by the Vendor regularly for approval by the City. Vendor will be responsible for the testing of all systems during installation to ensure basic operation and function. Drawings or other documentation will be handed out at the SITE VISIT/JOB WALK along with a sample City Agreement.

Installation Drawings and Documentation: Changes to the design will be submitted by the Vendor regularly for approval by the City. Vendor will be responsible for the testing of all systems during installation to ensure basic operation and function. Drawings or other documentation will be handed out at the SITE VISIT/JOB WALK along with a sample City Agreement.

Final Acceptance/Close-Out Services: Systems Performance Testing and proof of Performance are a part of the Close Out services required of the Vendor. Meeting or exceeding the industry standards for AV Presentation Systems performance is the responsibility of the Vendor and incumbent upon their relationship with the manufacturer to resolve any functional performance or programming issues. When the Vendor cannot meet proof of system performance standards for any reason, it will be necessary for the City to determine a course of action to resolve those issues to the full and complete satisfaction of the City. The Vendor will then be required to implement the determined course of action to satisfy "Proof of Performance" requirements and be issued a Final System Acceptance notice.

Training: Training will begin when the City determines the respective systems are substantially operational. Scheduling of training will be coordinated with the City's representative. All training will begin only after the system is complete and, in a condition appropriate for training. A portion of the proposed training must set aside some time for questions from the attendees of training and all questions must be responded to within the time allotted specifically for training. Any answers the Vendor is not able respond to must be answered in a reasonable time period and with no further cost to the City.

Duration of Services: The successful Proposer's services will continue until all project milestones have been met, project deliverables have been received and the City approves the completed project for "Final System Acceptance".

Project Schedule: The successful Proposer will submit a Project Timeline/Schedule with a detailed installation section schedule to the City within ten (10) days of the official start date. To clarify the successful Proposer's full understanding of the Proposed Project Timeline, their submitted schedule will include duration and milestone targets for the Design Phase, Equipment Procurement, Implementation/installation, Testing, Final Inspection and Close-out Services

Upgrade and Compatibility Requirements: Prior to procurement, the successful Proposer will be required, when applicable with system design, to clarify that the latest version or model of equipment or software will be purchased, whether or not the model has been specifically referred to in this document. If the upgrade is scheduled for release before final installation of the system, the successful Proposer will install the software or hardware at no additional cost to the City.

Warranty Service: The successful Proposer will warrant that all design work, equipment, software and services to be provided as specified in this document is free from defects for a period of one year from the date of being substantially completed and fully operational by the City. All software, including proprietary and custom, will include free upgrades for a period of no less than one year. All other software/hardware support contracts available to the City will be included as an optional line item.

During the one-year warranty period, the successful Proposer will provide a qualified technician familiar with the system installation that will arrive within 24 hours after receipt of notice of a malfunction; and provide the City with a telephone number that is attended 8 hours a day, during normal business hours (9:00 a.m. – 5:00 p.m., PST) five days a week to be called in the event of a malfunction. Failing on-site repairs, the successful Proposer will provide at no expense to the City, at the City's request, alternate equipment, installed and working for the duration of repairs.

Extended Maintenance Service: The successful Proposer will provide a cost to diagnose, repair and maintain the new equipment beyond the one-year warranty, in annual amounts for up to 5-years.

Staff Reassignments: The City must approve any changes in individual's assignments or their levels of commitment to the project identified in the Proposal including but not limited to Project Managers, Engineers and Installers.

Construction Materials and hardware: The project includes installation of several anchoring points for the Cameras to be suspended in the Chamber. Installation of such hardware must not require structural

changes to the surrounding area, nor may the installation compromise any aspect of the buildings structural integrity. The camera brackets used must be able to withstand and bear weight far in excess of reasonable safety requirements.

Software Formats: All system software must be Microsoft compatible where compatibility with the City's computer equipment is necessary.

Pre-RFP Contact Period: During the Job Walk, all Proposers will investigate the job-sites and structural conditions to ascertain all conditions affecting necessary procedures and operations in executing the required scope of work described herein. The Proposer will report to the City any discrepancies between the RFP Requirements and/or job conditions before the due date of the Proposals and await further instructions.

Any questions following the mandatory Job Walk must be submitted via e-mail to Raylette Felton rfelton@lawndalecity.org. All questions and responses will be sent via e-mail to all Proposers who attended the job walk. All responses will be considered addenda. Addenda will be e-mail to each potential Proposer as a formal follow-up to the e-mailed response.

Contact During Proposal Evaluation Period: Conferences during the Proposal evaluation period will not be accepted. Proposers must make certain their Proposals are complete and accurate prior to submission.

###

SECTION III - RFP PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

_____
Name of Company Website

_____
Address

_____
City/State/Zip Code

_____
Printed Name/Title of Contact Email

_____
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

_____

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this RFP.

Proposer's Information:

Contractor's License Number: _____ Expiration date: _____

Subcontractor's Information:

If subcontractors will be used in the performance of this project, the following information must be provided for each subcontractor:

1. Company Name: _____

Address:_____

Contractor's License Number: _____ Expiration date:_____

Delivery:

What is the lead-time for delivery and installation? _____ Days/weeks (circle one)

References:

Please supply the names of companies/agencies for whom you recently supplied and installed comparable goods as requested in this RFP.

_____

Name of Company/Agency Address Person to contact/Telephone No.

_____

Name of Company/Agency Address Person to contact/Telephone No.

_____

Name of Company/Agency Address Person to contact/Telephone No.

EXHIBIT A

EQUIPMENT LIST

Proposer will complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

<See next document attached>

EXHIBIT-A Attachment

Equipment List Cost Proposal

2022|December

City of Lawndale Council Chamber AV Presentation Technology Upgrades

The below equipment does not represent a full design. Each line-item model represents functionality and specifications that is required of this project. Other equipment and components are required to complet the design. Upon award of the Project, the Vendor will be responsible for a complete, turn-key AV system design. Equivalent equipment is acceptable however evidence of equal functionality, quality and performance will be required. The City will be the sole qualifier in determining the equivalency of alternative equipment prodcuts.

AV Presentation Sound Project Cost Estimates

Sound Reinforcement System

Qty.	Make	Model	Description	Est. Unit	Extended
13	Shure	MX418D/C	Gooseneck Microphones LED w/Bases, switches		$ -
1	Denon	DN-900R	Audio Recorder w/Network SD, USB, FTP send		$ -
1	Shure	QLXD124/85-J50	Handheld and Lavalier Combo Wireless Mic System		$ -
1	Shure	UA8-470-530	1/2 Wave Omnidirectional Receiver Antenna		$ -
1	Shure	UA834WB	In-line antenna amp., remote mount (470-902 Mhz)		$ -
1	Shure	UA844SWB	Antenna Distribution System		$ -
1	QSC	GX5	500 Watt 8-Ohm Power Amplifier		$ -
2	JBL	29-AV1	120 W Stereo Speakers for Projector Sound		$ -
1	QSC	ISA300TI	2 Channel Direct Output Amplifier		$ -
10	Extron	60-1310-03	CS 26T Plus Two-Way, Open Back Speaker, Transfrmr, Pair		$ -
4	RDL	SF-XMN4	Analog Audioinputs to Dante (OR EQUIVALENT)		$ -
1	Extron	60-1823-10	Digital Matrix Processor w/ AEC and Dante		$ -
				SUBTOTAL	$ -

Voting & Meeting Control System

Qty.			Description	Est.Unit	Extended
1	VoteLynx	VL-XLG-5GS	VoteLynx XLG/GUS Meeting Management Sys. Includes:		
3	VoteLynx		*Software Licenses*		
1	VoteLynx		*XLG - Standart Control Processor*		
5	VoteLynx		*Graphic User Stations*		
1	VoteLynx		*VDU - Video Display Unit*		
1	VoteLynx		*15" LCD Touch Panel Display*		
1	VoteLynx		*Agenda Management, Voting, Minutes & Report Generation*		
1	VoteLynx		*Import Agenda Data from Compatible 3rd Party Systems*		
1	VoteLynx		*Configurable Audiovisual Control System Option*		
1	VoteLynx		*Member Request to Speak Management w/Microphone Control*		
1	VoteLynx		*XLG-RKM Rackmount Kit*		
1	VoteLynx	KV-E2	HDMI NDI Encoder		$ -
1	VoteLynx	U1	Encoder Rackmount		$ -
1	VoteLynx	TDM-150D	LCD Timer Display		$ -
1	VoteLynx	ETP-W102PD	10.2 Touch Panl Control Station User Stations(Local staff)		$ -
1	Extron	60-1515-01	DTP CrossPoint Switcher Preamp Output		$ -
4	Extron	60-1331-13	DTP HDMI 4K 330 Rx Receiver w/RS-232 (3 mon circ, broad)		$ -
1	Extron	60-1587-52	DTP2 T 212 Two In HDMI Switcher w/Trans. & Local		$ -
1	Extron	60-1331-12	DTP HDMI 4K 330 Tx Transmitter w/RS-232		$ -
2	Extron	60-1933-01	Cable Cubby 100 Black w/AC Power Module		$ -
1	Extron	60-1755-12	DTP TUWP 4k HDMI, VGA Decorator Podium		$ -
1	Barco	C-10	C-10 Clickshare Wireless Presentation		$ -
				SUBTOTAL	$ -

Support and Misc. Equipment

Qty.			Description	Est.Unit	Extended
10	FSR	TC-CHRG-BLK-6	USB Charging Port with AC Power Connector		$ -
2	HP	2UD96AA#ABA	31.5" 16:9 IPS desktop video Monitor (Staff Tables)		$ -

	2	LG	Nanocell	86" TV Monitor Screens on walls or on carts as video dest.		$	-
	2	Chief	RLT2	TV Monitor Mounts		$	-
	1	IO Gear	GCS1808HKITU	8-Port USB HDMI KVMP Switch with 8 KVM Cable Sets		$	-
	1	Netgear	GSM4230P-100NAS	AV Line M4250 GSM4230P 24-Port Gigabit PoE+ w/SFP300w		$	-
	1	Mid Atlantic	IDF-TM-1624BK	IDF Hanging Overhead Rack Series Cabinet Frame (16 RU)		$	-
	1	APC	SMT750RM2UC	Smart-UPS Battery Backup & Surge Protector SmartConnect		$	-
	1	Misc		Materials and Supplies		$	-
					SUBTOTAL	$	-

TOTALS	
Sound Reinforcement System	
Voting & Meeting Control System	
Support and Misc. Equipment	
Demolition of Equipment, Cable, etc.	
Design,Installation and Programing	
Votelynx up to eight (8) hours Online	
Votelynx VL-Configure Intent Digital Support Services x 3 yrs	
Dais& Staff Millwork Cores	
TAX 9.75	
Shipping	
Not-To-Exceed Grand Total	

EXHIBIT B

PROPOSED PROJECT TIMELINE (SAMPLE)

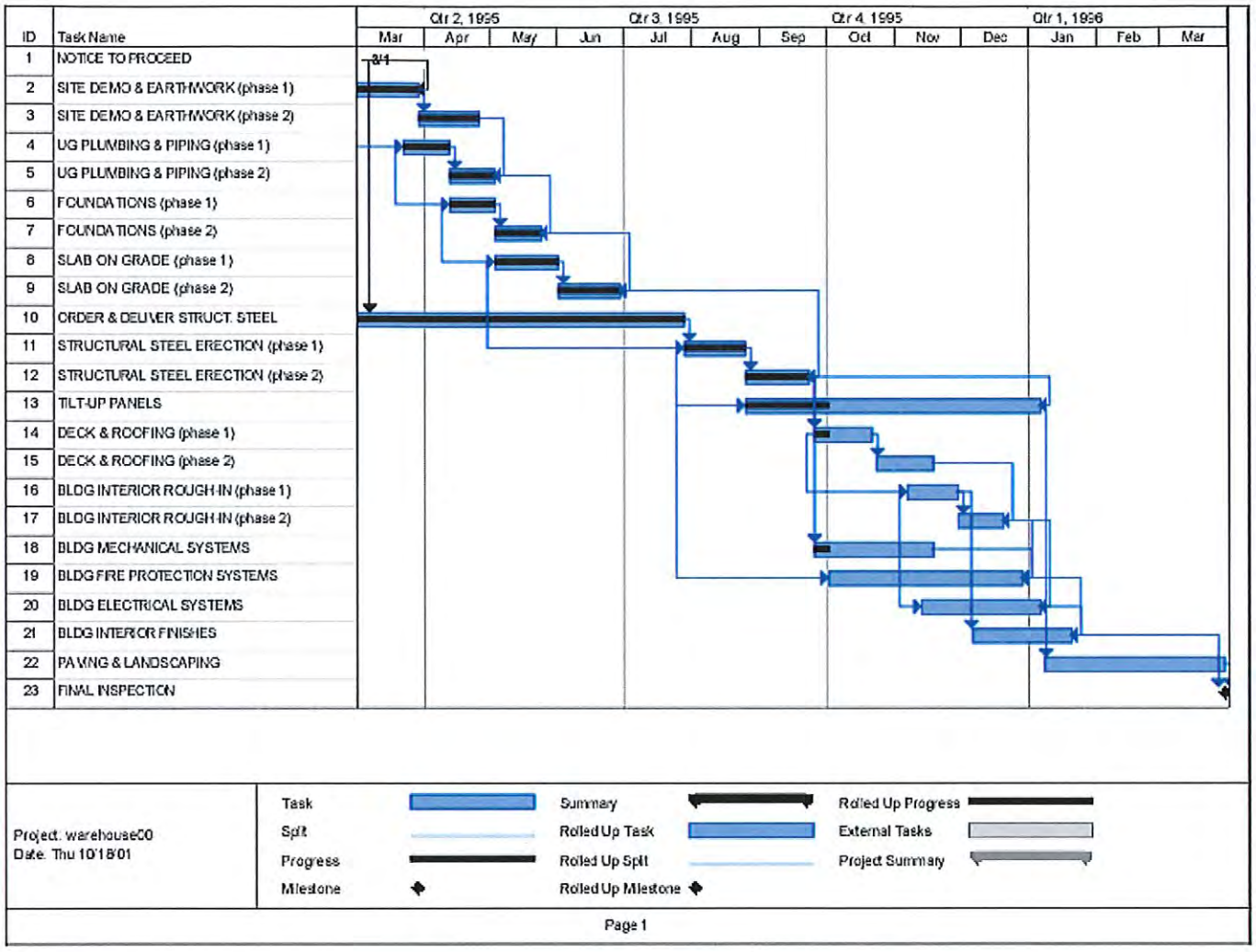


EXHIBIT C
STATE OF CALIFORNIA
PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

   hereinafter called "Proposer", who has submitted to the City of Lawndale a Proposal for

   _____;
   (Title of RFP)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;

3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lawndale, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Lawndale, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Lawndale, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any state, federal or public works project.

Dated this ____ day of _____, 20_____.

_____
(Proposer Signature)

_____

EXHIBIT D

PROJECT DELIVERABLES

General Project Deliverables, not to supersede those specifications found herein, shall include, but not be limited to the following:

1. Project Schedule
2. Design Drawings and Documentation (ACADs/PDF copies, cabling database)
3. Final Equipment List/BOM (cost of materials with line-item totals)
4. Installation Schedule (on/off site work)
5. Equipment Procurement and on-sight delivery Estimated Timeline/Milestones
6. Installation of all Equipment
7. Execution and Oversite of Commissioning and Training including scheduling and communications
8. System Performance and Testing
9. Close-out Services including Punch-List Completion
10. Delivery of Equipment Operational Manuals in Binders for all equipment
11. Submittal of Software Programming for AV Control System, Audio DSP and others
12. Warranty Offers of Manufacturers, Phone# and Contact Information
13. Vendor 2-year through 5-Year Ext. Warranty Costs for onsite Troubleshooting, Repair and Depot Service (describe all aspects of 5-year warranty offer)

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

[REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Lawndale, a municipal corporation ("City"), and _____ ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated

therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars ($_____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control,

including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than _____.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. _____ is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for

the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,000.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and

Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. If the Contractor's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Contractor.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the

performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information,

must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to

reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to

interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

[NOTE TO STAFF: TWO signatures are required if the Contractor is a corporation, company or partnership. Delete this note in preparing your agreement.]

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"

SCOPE OF SERVICES

[INSERT TEXT HERE]

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Delete when not applicable.]

- A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by _____. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services
- If coverage is maintained on a "claims-made" basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

[INSERT TEXT HERE]

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[INSERT TEXT HERE]

ATTACHMENT 3

October 2023 Cost Proposal from Western Audio Visual and Security, with alternative recommendations

Western Audio Visual

City of Lawndale
City Council Chamber AV

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com

Revision 11/2/2023

Council Chamber
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Display System		
	2	Samsung	QB85R-B	85" Commercial Display, 350 nits	$ 2,557.00	$ 5,114.00
	1	Chief	XTM1U	Extra-Large Fusion® Micro-Adjustable Tilt Wall Mount	$ 282.00	$ 282.00
	1	Chief	PNRUB	Large Flat Panel Swing Arm Wall Display Mount - 25 Inch Extension	$ 603.00	$ 603.00
	9	Planar	PCT2235	22" LCD Touchscreen Monitor, 1920 x 1080 (7 Dais, 2 Staff)	$ 272.00	$ 2,448.00
				Signal Distribution and Switching System		
	7	Visionary Solutions	E4100	PacketAV Encoder (Sources Listed Below)	$ 647.00	$ 4,529.00
	3	Visionary Solutions	D4100	PacketAV Decoder (Display 2, Dais & Staff, Broadcast)	$ 647.00	$ 1,941.00
	1	Visionary Solutions	DuetD-2	PacketAV Duet 2 Decoder with Dante (Display 1)	$ 973.00	$ 973.00
	1	Kramer Electronics	VM-10H2	1:10 4K HDR HDMI DA (Video Distribution at Dais)	$ 945.00	$ 945.00
				Sources (2) Staff Tables (HDMI Only) (1) Lectern (HDMI Only) Control Room Web Conferencing PC ***(Owner Furnished)***		
	1	Barco Clickshare	R9861511US	C-10 Wireless Presentation Device Broadcast System AgendaLink Display Interface	$ 2,099.00	$ 2,099.00
				Audio System		
	13	Shure	MX418D/C	***Existing*** Desktop Microphones		***Existing***
	4	Shure	MX418D/C	Gooseneck Microphones LED w/Bases and Logic Switches ***(Spares)***	$ 260.00	$ 1,040.00
	1	Shure	MX424/C	24" Gooseneck Microphone, Cardioid (Podium)	$ 184.00	$ 184.00
	1	Shure	QLXD124/85	Handheld and Lavalier Combo Wireless Mic System	$ 1,335.00	$ 1,335.00
	2	Shure	UA834WB	In-line antenna amp., remote mount (470-902 Mhz)	$ 136.00	$ 272.00
	1	Shure	UA844SWB	Antenna Distribution System	$ 445.00	$ 445.00
	1	Crown	DCi 4x300	Four-channel, 300W @ 4Ω Analog Power Amplifier, 70V/100V	$ 1,419.00	$ 1,419.00
	6	JBL	Control 25-1-WH	5-1/4" Surface Mount Speaker, White	$ 158.00	$ 948.00
	6	JBL	MTC-25UB-1-WH	U-Bracket for Control 25 Series, White	$ 29.00	$ 174.00
	1	Biamp	TesiraFORTE AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	$ 2,631.00	$ 2,631.00
	1	Biamp	TesiraFORTE AVB AI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, and 128 x 128 channels of AVB	$ 1,974.00	$ 1,974.00
	2	Biamp	Tesira EX-LOGIC	PoE controller with 16 logic GPIO	$ 420.00	$ 840.00
	7	RDL	DB-PSP1	Decora-Style Active Loudspeaker - Black - User Level Adjust (Dais Positions)	$ 209.00	$ 1,463.00
	7	RDL	PS-24AS	24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug	$ 27.00	$ 189.00
	1	Denon	DN-900R	Audio Recorder w/Network SD, USB, FTP send	$ 815.00	$ 815.00
				Control System		
	1	Planar	PCT2235	22" LCD Touchscreen Monitor, 1920 x 1080 (Clerks Touchscreen)	$ 272.00	$ 272.00
	1	Crestron	CP4N	4-Series™ Control System	$ 1,674.00	$ 1,674.00
	1	Crestron	DGE-100	Digital Graphics Engine 100 (Clerk's Touchscreen)	$ 1,196.00	$ 1,196.00

Western Audio Visual

City of Lawndale
City Council Chamber AV

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 11/2/2023

Council Chamber
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Minutes Management System		
	3	Cloud Driven Solutions	AgendaLink Solo 3 Year	Software License Fees AgendaLink Solo 3 Year 3 year license for AgendaLink Solo Including features such as: agenda creation/importing, Granicus Legistar integration, request to speak, motion recording, voting (in person and remote), speaker timer, live meeting output, automatic minutes recording, and completed meetings access via web/pdf/api. ***3 YEAR LICENSE, RECURRING FEES CONTINUE AT YEAR 4***	$ 956.00	$ 2,868.00
	3	Cloud Driven Solutions	AgendaLink Advanced Support	Advanced Support Services which include: 24/7 availability via phone, email, text, and chat ; 1 hours response times ; 6 hours of virtual training	$ 3,261.00	$ 9,783.00
	1	Cloud Driven Solutions	AgendaLink Solo Onboarding	One time platform setup fee and client training.	$ 1,358.00	$ 1,358.00
	1	Cloud Driven Solutions	AgendaLink Edge Controller	Edge Controller Appliance that bridges software to control local Audio/Video devices.	$ 1,359.00	$ 1,359.00
	8	Brightsign	XT1144	Web Appliance for (7) Voting Stations and Vote Display Server	$ 596.00	$ 4,768.00
				Miscellaneous Components		
	10	FSR	TC-CHRG-BLK-6	USB Charging Port with AC Power Connector	$ 158.00	$ 1,580.00
	1	Netgear	GSM4230PX-100NAS	AV Line 24x1G PoE+ 480W 2x1G and 4xSFP+ Managed Switch	$ 1,490.00	$ 1,490.00
	1	Netgear	GS324PP-100NAS	24 Port Unmanaged PoE+ (380W) Network Switch (CDS Players & Digital Nameplates)	$ 575.00	$ 575.00
	1	APC	SMT750RM2UC	Smart-UPS Battery Backup & Surge Protector SmartConnect	$ 561.00	$ 561.00
	2	Extron	60-1933-01	Cable Cubby 100 Black w/ AC Power Module	$ 229.00	$ 458.00
				Council Chamber Equipment Sub-Total:		**$ 60,605.00**

Miscellaneous Materials

Cable & Connectors	$ 1,377.00
Installation Hardware & Accessories	$ 689.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$ 689.00
Miscellaneous Materials Sub-Total	**$ 2,755.00**

City of Lawndale
City Council Chamber AV

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Revision 11/2/2023

Council Chamber
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Integration Labor						
				Engineering & Drafting	$	8,185.00
				Control Programming	$	7,385.00
				Project Management	$	4,185.00
				Staging & Assembly	$	924.00
				Installation & Testing	$	29,293.00
				Training, Closing, & Commissioning	$	7,847.00
				Travel	$	-
				Sub-Contract	$	-
				G & A	$	976.00
				Integration Labor Sub-Total	**$**	**58,795.00**
Extended Warranty & Maintenance Agreement					**Years**	**Price**
				Extended Service Plan	1	$ 1,821.00
				Service Sub-Total	**$**	**1,821.00**
Council Chamber Totals						
				Total Equipment	$	63,360.00
				Total Labor	$	58,795.00
				Equipment and Labor Subtotal	$	122,155.00
				Total Shipping and Handling	$	1,890.00
				Additional Shipping for Overnight or Large Items	$	-
				Subtotal	$	124,045.00
				Sales Tax	10.25% $	6,688.13
				Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0 $	-
				Electronic Waste Fee 15" - 34" ($5.00)	QTY: 10 $	50.00
				Electronic Waste Fee 35" and Greater ($6.00)	QTY: 2 $	12.00
				Electronic Waste Fee Total	$	62.00
				Total Service Agreement	$	1,821.00
				Bond (if required)	$	-
					$	**132,616.13**

Western Audio Visual

City of Lawndale
City Council Chamber AV

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com

Revision 11/2/2023

ALT. CDS Horizon
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Agenda and Minutes Management		
	3	Cloud Driven Solutions	AgendaLink Horizon 1yr License	1 year license for AgendaLink Horizon. Horizon is the modern cloud based meeting/agenda management platform with features such as processes, tasks, live meeting management, sharing, public portal, citizen engagement, and more.	$ 1,902.00	$ 5,706.00
	3	Cloud Driven Solutions	AgendaLink Advanced Support	Advanced Support Services which include: 24/7 availability via phone, email, text, and chat ; 1 hours response times ; 6 hours of virtual training	$ 3,261.00	$ 9,783.00
	1	Cloud Driven Solutions	AgendaLink Horizon Onboarding	One time platform setup fee and client training.	$ 2,174.00	$ 2,174.00
	-3	Cloud Driven Solutions	AgendaLink Solo 3 Year	Software License Fees AgendaLink Solo 3 Year 3 year license for AgendaLink Solo Including features such as: agenda creation/importing, Granicus Legistar integration, request to speak, motion recording, voting (in person and remote), speaker timer, live meeting output, automatic minutes recording, and completed meetings access via web/pdf/api. ***3 YEAR LICENSE, RECURRING FEES CONTINUE AT YEAR 4***	$ 956.00	$ (2,868.00)
	-1	Cloud Driven Solutions	AgendaLink Solo Onboarding	One time platform setup fee and client training.	$ 1,358.00	$ (1,358.00)
				ALT. CDS Horizon Equipment Sub-Total:		**$ 13,437.00**

Miscellaneous Materials	
Cable & Connectors	$ -
Installation Hardware & Accessories	$ -
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$ -
Miscellaneous Materials Sub-Total	**$ -**

Integration Labor	
Engineering & Drafting	$ -
Control Programming	$ -
Project Management	$ -
Staging & Assembly	$ -
Installation & Testing	$ -
Training, Closing, & Commissioning	$ -
Travel	$ -
Sub-Contract	$ -
G & A	$ -
Integration Labor Sub-Total	**$ -**

Extended Warranty & Maintenance Agreement	**Years**	**Price**
Extended Service Plan	0	$ -
Service Sub-Total		**$ -**

ALT. CDS Horizon Totals		
Total Equipment		$ 13,437.00
Total Labor		$ -
Equipment and Labor Subtotal		$ 13,437.00
Total Shipping and Handling		$ -
Additional Shipping for Overnight or Large Items		$ -
Subtotal		$ 13,437.00
Sales Tax	0.00%	$ -
Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0	$ -
Electronic Waste Fee 15" - 34" ($5.00)	QTY: 0	$ -
Electronic Waste Fee 35" and Greater ($6.00)	QTY: 0	$ -
Electronic Waste Fee Total		$ -
Total Service Agreement		$ -
Bond (if required)		$ -
		$ 13,437.00

Western Audio Visual

City of Lawndale
City Council Chamber AV

ALT. Digital Name Plates
Typical of 1 - Proposal Includes 1

Representative Hailey Schelin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com

Revision 11/2/2023

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Display System		
	7	Bluefin	BLFN-20-3008-1132	24" LCD Monitor (1920 x 360) with Built-In Signage Appliance	$ 734.00	$ 5,138.00
				All Dais Modifications by OTHERS		
				ALT. Digital Name Plates Equipment Sub-Total:		**$ 5,138.00**

Miscellaneous Materials	
Cable & Connectors	$ 282.00
Installation Hardware & Accessories	$ 60.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$ -
Miscellaneous Materials Sub-Total	**$ 342.00**

Integration Labor	
Engineering & Drafting	$ -
Control Programming	$ -
Project Management	$ -
Staging & Assembly	$ -
Installation & Testing	$ 3,139.00
Training, Closing, & Commissioning	$ -
Travel	$ -
Sub-Contract	$ -
G & A	$ -
Integration Labor Sub-Total	**$ 3,139.00**

Extended Warranty & Maintenance Agreement	Years	Price
Extended Service Plan	1	$ 937.50
Service Sub-Total		**$ 937.50**

ALT. Digital Name Plates Totals		
Total Equipment		$ 5,480.00
Total Labor		$ 3,139.00
Equipment and Labor Subtotal		$ 8,619.00
Total Shipping and Handling		$ 165.00
Additional Shipping for Overnight or Large Items		$ -
Subtotal		$ 8,784.00
Sales Tax	10.25%	$ 578.61
Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0	$ -
Electronic Waste Fee 15" - 34" ($5.00)	QTY: 7	$ 35.00
Electronic Waste Fee 35" and Greater ($6.00)	QTY: 0	$ -
Electronic Waste Fee Total		$ 35.00
Total Service Agreement		$ 937.50
Bond (if required)		$ -
		$ 9,866.36

City of Lawndale
City Council Chamber AV

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 11/2/2023

ALT. Tightrope
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Display System		
	1	Tightrope Media Systems	CBL-SVR450-VOD-Lite	Cablecast VOD and Automation server in a 1 RU chassis. Streams H.264 HLS Adaptive bitrate VOD to mobile devices, OTT and desktops. 8TB Content drive and 256GB OS drive. 3 year hardware warranty and system commissioning included.	$ 5,259.00	$ 5,259.00
	1	Tightrope Media Systems	CBL-REFLECT-VOD	Annual Cloud-based reflection service operating in conjunction with a Cablecast Pro VOD server that provides a virtually unlimited number of internet video streams while conserving your internal bandwidth.	$ 1,131.00	$ 1,131.00
				ALT. Tightrope Equipment Sub-Total:		**$ 6,390.00**

Miscellaneous Materials	
Cable & Connectors	$ -
Installation Hardware & Accessories	$ -
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$ -
Miscellaneous Materials Sub-Total	**$ -**

Integration Labor	
Engineering & Drafting	$ 1,024.00
Control Programming	$ -
Project Management	$ -
Staging & Assembly	$ -
Installation & Testing	$ -
Training, Closing, & Commissioning	$ 1,047.00
Travel	$ -
Sub-Contract	$ -
G & A	$ -
Integration Labor Sub-Total	**$ 2,071.00**

Extended Warranty & Maintenance Agreement	Years	Price
Extended Service Plan	0	$ -
Service Sub-Total		**$ -**

ALT. Tightrope Totals		
Total Equipment		$ 6,390.00
Total Labor		$ 2,071.00
Equipment and Labor Subtotal		$ 8,461.00
Total Shipping and Handling		$ -
Additional Shipping for Overnight or Large Items		$ -
Subtotal		$ 8,461.00
Sales Tax	10.25%	$ 654.98
Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0	$ -
Electronic Waste Fee 15" - 34" ($5.00)	QTY: 0	$ -
Electronic Waste Fee 35" and Greater ($6.00)	QTY: 0	$ -
Electronic Waste Fee Total		$ -
Total Service Agreement		$ -
Bond (if required)		$ -
		$ 9,115.98

City of Lawndale
City Council Chamber AV

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com

Revision 11/2/2023

ALT. Displays
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
				Display System		
	1	Samsung	QB98T-B	98" Commercial Display, 350 nits	$ 7,348.00	$ 7,348.00
	-1	Samsung	QB85R-B	85" Commercial Display, 350 nits	$ 2,557.00	$ (2,557.00)
				ALT. Displays Equipment Sub-Total:		**$ 4,791.00**

Miscellaneous Materials		
Cable & Connectors		$ -
Installation Hardware & Accessories		$ -
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)		$ -
Miscellaneous Materials Sub-Total		**$ -**

Integration Labor		
Engineering & Drafting		$ -
Control Programming		$ -
Project Management		$ -
Staging & Assembly		$ -
Installation & Testing		$ -
Training, Closing, & Commissioning		$ -
Travel		$ -
Sub-Contract		$ -
G & A		$ -
Integration Labor Sub-Total		**$ -**

Extended Warranty & Maintenance Agreement	Years	Price
Extended Service Plan	0	$ -
Service Sub-Total		**$ -**

ALT. Displays Totals		
Total Equipment		$ 4,791.00
Total Labor		$ -
Equipment and Labor Subtotal		$ 4,791.00
Total Shipping and Handling		$ -
Additional Shipping for Overnight or Large Items		$ -
Subtotal		$ 4,791.00
Sales Tax	10.25%	$ 491.08
Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0	$ -
Electronic Waste Fee 15" - 34" ($5.00)	QTY: 0	$ -
Electronic Waste Fee 35" and Greater ($6.00)	QTY: 0	$ -
Electronic Waste Fee Total		$ -
Total Service Agreement		$ -
Bond (if required)		$ -
		$ 5,282.08

Western Audio Visual

Client City of Lawndale
Project Name City Council Chamber AV

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Date 11/2/2023

Project Contact
Contact Raylette Felton
Address 14717 Burin Avenue.,
City, State, Zip Lawndale, CA 90260
Phone (310) 973-3200
Mobile
Email rfelton@lawndalecity.org

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping and Handling	Sales Tax	eWaste	Labor	Maintenance (1 Year)	Bond	Cost Per Room	TOTAL
Council Chamber	1	$ 63,360.00	$ 1,890.00	$ 6,688.13	$ 62.00	$ 58,795.00	$ 1,821.00	$ -	$ 132,616.13	$ 132,616.13
ALT. CDS Horizor	1	$ 13,437.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,437.00	$ 13,437.00
ALT. Digital Name	1	$ 5,480.00	$ 165.00	$ 578.61	$ 35.00	$ 3,139.00	$ 937.50	$ -	$ 10,335.11	$ 10,335.11
ALT. Tightrope	1	$ 6,390.00	$ -	$ 654.98	$ -	$ 2,071.00	$ -	$ -	$ 9,115.98	$ 9,115.98
ALT. Displays	1	$ 4,791.00	$ -	$ 491.08	$ -	$ -	$ -	$ -	$ 5,282.08	$ 5,282.08
									Base Project Total	$ 170,786.29

EXTENDED WARRANTY & MAINTENANCE RENEWAL SCHEDULE

STANDARD RENEWAL RATE $5,517.00

	Year 1	Year 2	Year 3	Year 4	Year 5
Rate	$2,758.50	$5,517.00	$5,517.00	$5,517.00	$5,517.00
Discount	*50%*	*0%*	*0%*	*0%*	*0%*

PROJECT TOTAL: $170,786.29

NOTES:

This proposal includes prevailing wage rates.

Billing Terms:

100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature | Printed Name & Title | Date

This quote is valid for 30 days. The sales tax is subject to change—in the event of a an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

Back to Agenda

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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

Back to Agenda

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

SUBJECT: Conference with Labor Negotiator
The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney, and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

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

Back to Agenda

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

DATE: November 6, 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: one (1) case.

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

Back to Agenda

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

DATE: November 6, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

SUBJECT: Conference with Legal Counsel – Existing Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: Nick Duong V. The City of Lawndale, Los Angeles Superior Court Case No. 23STLC06733.

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