

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Mary Strobel

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13 Attorneys for Petitioner
14 STOP LAPD SPYING COALITION

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**

17 STOP LAPD SPYING COALITION,

18 Petitioner,

19 v.

20 THE CITY OF LOS ANGELES,

21 Respondents.

Case No. **22STCP01679**

**VERIFIED PETITION FOR WRIT OF
MANDATE DIRECTED TO THE LOS
ANGELES POLICE DEPARTMENT AND
LOS ANGELES DEPARTMENT OF
RECREATION AND PARKS ORDERING
COMPLIANCE WITH CALIFORNIA
PUBLIC RECORDS ACT; EXHIBITS A-G**

[Gov't Code § 6250 et seq.]

22 **INTRODUCTION**

23 1. This case concerns the City of Los Angeles's refusal to disclose public records reflecting
24 the locations of surveillance cameras that the Los Angeles Police Department (LAPD) and Los Angeles
25 Department of Recreation and Parks (RAP) installed in Echo Park Lake following a highly militarized
26 police raid to close the park. Both agencies admit these records exist but refuse to disclose them.

27 VERIFIED PETITION FOR WRIT OF MANDATE

1 11. “Whenever it is made to appear by verified petition to the superior court of the county
2 where the records or some part thereof are situated that certain public records are being improperly
3 withheld from a member of the public, the court shall order the officer or person charged with
4 withholding the records to disclose the public record or show cause why the officer or person should not
5 do so. The court shall decide the case after examining the record in camera, if permitted by subdivision
6 (b) of Section 915 of the Evidence Code, papers filed by the parties and any oral argument and
7 additional evidence as the court may allow.” Id. § 6259(a).
8

9 12. If the Court finds that the failure to disclose is not justified, it shall order the public
10 official to make the record public. Id. § 6259(b).

11 13. The California Constitution provides an additional, independent right of access to
12 government records: “The people have the right of access to information concerning the conduct of the
13 people’s business, and, therefore, the meetings of public bodies and the writings of public officials and
14 agencies shall be open to public scrutiny. Cal. Const. art. 1, § 3(b)(1). The California Constitution
15 requires that PRA exemptions be narrowly construed. See id. § 3(b)(2).

16 **PETITIONER’S PUBLIC RECORDS REQUESTS**

17 15. Echo Park Lake is a public park owned by the City of Los Angeles, maintained by RAP,
18 and located in the rapidly gentrifying neighborhood of Echo Park.¹ On March 24, 2021, RAP and
19 LAPD began a highly militarized police operation to remove a community of predominantly Black and
20 Latino people who had been residing within and outside the park – many of them longtime residents of
21 the neighborhood who had been made homeless by evictions and unaffordable rents caused by an influx
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26 ¹ See Matthew Fleischer, “How Did Echo Park Become So Stratified with Landed Gentry and Poverty?
27 There Was a Plan 50 Years Ago,” L.A. Times (Mar. 23, 2021),
<https://www.latimes.com/opinion/story/2021-03-23/echo-park-homeless-colony-gentrification-housing>.

1 of wealthy new homebuyers – and erect a mile-long fence around the park’s perimeter.² This “police
2 action resulted in more than 180 detentions and arrests, including of journalists.”³ In addition, a local
3 resident “had his arm broken by an officer swinging a baton,” and “members of the media were shot
4 with hard-foam projectiles and bean-bag rounds, at times at close range.”⁴

5 16. In August 2021, LAPD published “Echo Park Rehabilitation After Action Report.” This
6 report attempted to explain LAPD’s violent closure of the park and claimed that the city installed 33
7 new “security cameras” throughout Echo Park Lake while the park was closed to the public, at an
8 estimated cost of \$200,000.⁵ The report further indicated that the city spent over \$1.29 million solely
9 on police salary and overtime costs for the 2-day operation to close the park, along with additional
10 spending on police helicopters, parking enforcement personnel, and transit personnel. These LAPD
11 officers along with other city officials removed almost 200 individuals who had been living inside and
12 around the park. Subsequent public records research has revealed that, one year later, at least six of the
13 183 individuals who were identified by public officials as displaced from Echo Park Lake through this
14 police operation have died and at least 82 were unaccounted for.⁶

15 17. In September 2021, Petitioner published “Blueprint for Displacement: Breaking Down
16 LAPD’s Echo Park Rehabilitation After Action Report,” a pamphlet contextualizing the police raid and
17 closure of Echo Park Lake. The pamphlet noted LAPD’s claim about installing 33 security cameras in
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19
20 ² See KNOCK.LA Editorial, “Dear Mitch, Don’t Evict Us,” Knock LA (Jan. 23, 2020), [https://knock-
21 la.com/dear-mitch-dont-evict-us-8ed407d86f70/](https://knock-la.com/dear-mitch-dont-evict-us-8ed407d86f70/); Erin Wisti, “Misrepresentation, Intimidation, Violence
22 – How the Media’s Narrative of the Echo Park Lake Unhoused Causes Harm,” Knock LA (Feb. 23,
2021), <https://knock-la.com/echo-park-lake-unhoused-community-media-bias-24228e7fe58b/>.

23 ³ Kevin Rector, “LAPD Report on Echo Park Homeless Camp Cleanup Finds ‘Room for
24 Improvement,’” L.A. Times (July 31, 2021), [https://www.latimes.com/california/story/2021-07-31/lapd-
25 report-on-echo-park-closure-protests](https://www.latimes.com/california/story/2021-07-31/lapd-report-on-echo-park-closure-protests).

26 ⁴ Id.

27 ⁵ Los Angeles Police Dep’t, “Echo Park Rehabilitation After Action Report” (Aug. 3, 2021) at 61,
accessible at http://www.lapdpolicecom.lacity.org/080321/BPC_21-145.pdf.

⁶ Ruben Vives, “A Year After Echo Park Lake Encampment Removal, Few are in Permanent Housing,
Report Finds,” L.A. Times (Mar. 23, 2022), [https://www.latimes.com/california/story/2022-03-23/echo-
park-lake-encampment-housing-report](https://www.latimes.com/california/story/2022-03-23/echo-park-lake-encampment-housing-report).

1 Echo Park Lake. The purpose of this pamphlet was to increase public understanding of the city's
2 spending, the city's treatment of unhoused communities, the city's capabilities for monitoring innocent
3 public behavior without any particularized suspicion of crime, and the relationship of state surveillance
4 to displacement, criminalization, and gentrification. These same purposes of popular education, public
5 transparency, and government accountability motivated Petitioner to file records requests about the
6 cameras that the city was claiming it had installed in the park.

7
8 Petitioner's Request to LAPD

9 18. On August 26, 2021, Petitioner submitted to LAPD a records request quoting official
10 references to the cameras installed in Echo Park Lake and requesting access to "any records reflecting
11 the locations of these 33 cameras." The request stated:

12 LAPD's "Echo Park Rehabilitation After-Action Report" released in August 2021 states
13 that 33 new "security cameras" were installed in Echo Park after the park was closed in
14 March 2021. The report states that installation of these cameras cost \$200,000 and that
15 these "reported costs are estimated figures provided by CD 13 and RAP." Councilman
16 Mitch O'Farrell has also stated that these new cameras "will definitely be monitored by
17 Recreation and Parks and a feed will be available to the LAPD."

18 Please share any records reflecting the locations of these 33 cameras. This would include
19 any work orders, work plans, maps, correspondence, emails, contracts, photographs, or
20 any other documents indicating where the cameras were installed.

21 Attached as **Exhibit A** is a true and correct copy of Petitioner's August 26 request along with
22 LAPD's follow-up correspondence.

23 19. On September 7, 2021, LAPD requested a 14-day extension of time to respond to
24 Petitioner's public records request.

25 20. On November 23, 2021, LAPD sent their first and only substantive response to
26 Petitioner's request. In that response, LAPD disclosed 13 somewhat redundant pages of emails
27 referencing the installation of cameras at Echo Park Lake. Attached as **Exhibit B** is a true and correct
copy of all the records LAPD disclosed in response to Petitioner's request.

1 21. LAPD’s November 23 communication stated that the Department had “redacted
2 information about the specific locations of security cameras, which is exempt under Sections 6254(f),
3 6254(k), and 6255.” LAPD further invoked the “official information privilege for information acquired
4 in confidence by a public agency” and asserted that “disclosure of the locations of the City’s security
5 cameras at a City park would enable would-be violators to commit violations in areas of the park where
6 they could evade detection” and “would reveal particular areas of vulnerability for [the City’s] security
7 procedures.” **Exhibit A** contains LAPD’s entire November 23 communication.
8

9 22. The records LAPD disclosed included an email exchange between city employee Jimmy
10 Newsom and John Conner, Vice President of Conner Communications Corporation. In the exchange,
11 Conner sends “drawings associated with our CCTV System design foe [sic] Echo Park,” and Newsom’s
12 reply states: “attached is our proposal [sic] camera layout for Echo Park (lake and Recreation Center).”
13 LAPD refused to disclose the attachments to either email.
14

15 23. The records LAPD disclosed also included an email thread titled “Echo Park Lake Site
16 Visit for Cameras” in which several individuals – including LAPD and RAP personnel along with City
17 Councilman Mitch O’Farrell’s chief of staff, district director, and field deputy – agree to visit Echo Park
18 Lake for a tour of the newly installed camera infrastructure. The time they agreed on for this site visit
19 was noon on April 28, 2021, in broad daylight and in public view.

20 24. LAPD’s assertion that records reflecting the location of surveillance cameras in Echo
21 Park Lake must be kept confidential because they would threaten the City’s “security procedures” and
22 “enable would-be violators to commit violations in areas of the park” is further undermined by the fact
23 that the agency has on multiple occasions publicly posted records reflecting the locations of surveillance
24 cameras installed in public parks and public spaces. For example, the public is currently able to access
25 through LAPD’s website a 2015 memorandum from the Chief of Police to the Board of Police
26 Commissioners detailing the professional services agreement between the City of Los Angeles (acting
27

1 by and through LAPD) and CelPlan Technologies, Inc., to implement a wireless camera surveillance
2 system throughout the city.⁷ This 84-page document provides maps outlining the specific location of
3 these surveillance cameras with the cameras' geographic coordinates and directional orientation
4 annotated, as well as detailed descriptions and diagrams of the cameras' operational capabilities and
5 "System Configurations" along with an agreement requiring non-disclosure of information "identified as
6 confidential at the time of disclosure." The memorandum even includes photographs of several specific
7 electric poles where these surveillance cameras were installed, each alongside a diagram of the
8 particular camera with dimensions and technical specifications annotated. Attached as **Exhibit C** is a
9 true and correct copy of this memorandum.
10

11 25. LAPD's publication of this memorandum undermines LAPD's assertion that release of
12 records reflecting the location of even a single camera in Echo Park Lake would compromise public
13 safety, interfere with the city's security procedures, or infringe on law enforcement.
14

15 26. LAPD's assertion that "disclosure of the locations of the City's security cameras at a City
16 park would enable would-be violators to commit violations in areas of the park where they could evade
17 detection" is undermined by public statements made by City Councilman Mitch O'Farrell's office that
18 the newly installed cameras cover "every inch of the park."⁸ If these official statements are true, then
19 disclosure of the locations of these cameras will not "enable would-be violators to commit violations in
20 areas of the park where they could evade detection." The withheld records could help establish whether
21 Councilman O'Farrell's assertions are true or LAPD's assertions are true, since both cannot be.
22

23 ⁷ Memorandum from LAPD Chief of Police to the Board of Police Commissioners, "Professional
24 Services Agreement Between the Los Angeles Police Department and Celplan Technologies, Inc. for
25 Expansion of the Wireless Camera Surveillance System" (June 12, 2015), accessible at
http://www.lapdpolicecom.lacity.org/061615/BPC_15-0167.pdf.

26 ⁸ Jeffrey Cawood, "Progressive Coalition Targets L.A. Democrat After Homeless Encampment
27 Uprooted and Park Cleaned," Daily Wire (May 27, 2021), <https://www.dailywire.com/news/progressive-coalition-targets-l-a-democrat-after-homeless-encampment-uprooted-and-park-cleaned>.

1 31. Petitioner disputed RAP’s legal basis for withholding the requested records in an effort to
2 avoid the need for litigation. Petitioner asked RAP: “If your agency’s position is that the attachment to
3 the email is exempt from PRA disclosure, what is the precise legal basis and justification for that
4 withholding or redaction?” Petitioner further asked: “If your agency is withholding any records separate
5 from that attachment, what is the nature of the document and the precisely legal basis and justification
6 for that withholding or redaction?” Petitioner explained that the purpose of these questions was “so that
7 we can consider our legal options with regards to the PRA exemptions you are invoking.” Petitioner
8 further stated: “Our position is that records reflecting a proposal for a camera layout (or records
9 reflecting any kind of final layout camera layout) are not exempt from the PRA, and there is extremely
10 significant public interest in these records.” A true and correct copy of Petitioner’s communication to
11 RAP is included in **Exhibit F**.

13 32. Neither of these questions yielded any change in position from RAP. Instead, RAP’s
14 reply to Petitioner cited court cases, including one that required access to the LEXIS database. RAP
15 also asserted that Petitioner’s “request for a description of the withheld records is akin to a request for a
16 privilege log, which is not a requirement of the CPRA.” RAP’s reply left Petitioner no choice but to sue
17 Respondent. A true and correct copy of RAP’s communication to Petitioner is included in **Exhibit F**.

18 33. RAP’s assertion that records reflecting the location of surveillance cameras in Echo Park
19 Lake must be kept confidential because they would threaten the City’s “security procedures” and
20 because public interest in secrecy of the records clearly outweigh the need for public access is
21 undermined by the fact that the agency has on multiple occasions published records reflecting the
22 locations of surveillance cameras installed in public spaces. In fact, RAP has published records like this
23 for Echo Park Lake itself. Currently accessible to the public via RAP’s website is a 2017 report
24 regarding a surveillance camera installation project in Echo Park Lake designed to “provide a Closed
25 Circuit TV (CCTV) surveillance system to observe and record activity occurring within the coverage
26

1 pattern.”⁹ This report includes an attached map and diagrams titled “Camera System Layout” that reveal
2 the precise location and directional orientation of each surveillance camera installed throughout the
3 park’s tennis courts and baseball fields. Attached as **Exhibit G** is a true and correct copy of this report.

4 34. RAP’s publication of this report undermines RAP’s assertion that release of records
5 reflecting the location of even a single one of the new cameras installed in Echo Park Lake would
6 compromise public safety, interfere with the city’s security procedures, or infringe on law enforcement.

7
8 35. RAP’s assertions to Petitioner were not based on any individualized, particularized, and
9 specific need for confidentiality as much as they are a blanket demand that would universally apply to
10 any surveillance camera installed anywhere on publicly owned space anywhere in the state, whether in
11 another public park or on any public sidewalk or street.

12 FIRST CAUSE OF ACTION

13 **Public Records Act, Government Code § 6250 et seq.**

14 36. Petitioner incorporates herein by reference the allegations of paragraphs 1 through 35
15 above, as if set forth in full.

16 37. The PRA declares that “access to information concerning the conduct of the people’s
17 business is a fundamental and necessary right of every person in this state.” Cal. Gov’t Code § 6250.

18 38. The PRA requires that the government disclose public records promptly and without
19 delay. Id. § 6253.

20 39. Petitioner submitted valid requests for records to Respondent on August 26, 2021 and
21 October 1, 2021.

22 40. Respondent cannot demonstrate that any record subject to Petitioner’s requests, or any
23 portion of those records, is exempt under express provisions of the PRA or any other authority, or that
24

25
26 ⁹ L.A. Board of Recreation and Park Commissioners, “Echo Park – Security Cameras (PRJ21164)
27 Project,” accessible at <https://www.laparks.org/sites/default/files/pdf/commissioner/2017/dec13/17-253.pdf>.

1 on the facts of this particular case the public interest served by not disclosing the record clearly
2 outweighs the public interest served by disclosing the record.

3 41. Respondent’s failure to provide all non-exempt records that Petitioner requested violates
4 this duty to provide public records promptly and without delay.

5 **SECOND CAUSE OF ACTION**

6 **California Constitution, Art. I § 3 subd. (b)(2)**

7 36. The California Constitution recognizes that the “people have the right of access to
8 information concerning the conduct of the people’s business, and therefore, the meetings of public
9 bodies and the writings of public officials and agencies shall be open to public scrutiny.” Cal. Const.,
10 Art. I § 3(b)(1). Because the provisions of the California Constitution are mandatory and prohibitory,
11 this right is self-executing. See Cal. Const., Art. I § 26.

12 37. A clear controversy exists between the parties regarding Petitioner’s right of access to
13 Respondent’s public records, which encompass “information concerning the conduct of the people’s
14 business.” Petitioner has sought public records from Respondent as is their right under the PRA and
15 California Constitution.

16 38. Without action by this Court, Respondents will continue to violate Petitioner’s statutory
17 and constitutional rights, and they will suffer irreparable injury. Petitioner seeks injunctive and
18 declaratory relief to protect the future exercise of their right of access to public records.
19

20 **REQUEST FOR RELIEF**

21 39. Government Code sections 6259(a) and 6259(b) authorize the Court to compel
22 Respondent to release the requested documents. Petitioner therefore respectfully requests that:
23

- 24 a. This Court issue a peremptory writ of mandate immediately directing the City to conduct
25 a prompt, diligent, and comprehensive search for the requested records, and to thereafter
26

1 provide Petitioner the requested records or, in the alternative, an order to show cause why
2 these public records should not be ordered disclosed;

- 3 b. The Court set “times for responsive pleadings and for hearings in these proceedings . . .
4 with the object of securing a decision as to these matters at the earliest possible time” as
5 provided in Government Code section 6258;
- 6 c. The Court enter an order declaring that the City has violated the PRA and California
7 Constitution by its refusal to release the public records sought by Petitioner’s requests
8 and by its failure to properly respond to and assist with Petitioner’s requests;
- 9 d. The Court enter an order awarding Petitioner their reasonable attorneys’ fees and costs
10 incurred in bringing this action, as provided in Government Code section 6258; and,
- 11 e. The Court award any further relief as is just and proper.

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13 Dated: May 4, 2022

Respectfully submitted,

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LAW OFFICE OF SHAKEER RAHMAN
KOOLAQ LLP

By: /s/ Shakeer Rahman
Shakeer Rahman
Attorney for Petitioner

VERIFICATION

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I, Hamid Khan, declare:

I am the lead coordinator of the Stop LAPD Spying Coalition and I am authorized to make this verification on Petitioner's behalf in the above-titled action. I have read the foregoing Verified Petition and know its contents to be true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: May 3, 2022



Hamid Khan

EXHIBIT A

Request #21-7440

CLOSED

As of April 30, 2022, 12:47pm

Details

LAPD's "Echo Park Rehabilitation After-Action Report" released in August 2021 states that 33 new "security cameras" were installed in Echo Park after the park was closed in March 2021. The report states that installation of these cameras cost \$200,000 and that these "reported costs are estimated figures provided by CD 13 and RAP." Councilman Mitch O'Farrell has also stated that these new cameras "will definitely be monitored by Recreation and Parks and a feed will be available to the LAPD."

Please share any records reflecting the locations of these 33 cameras. This would include any work orders, work plans, maps, correspondence, emails, contracts, photographs, or any other documents indicating where the cameras were installed.

[Read less](#)

Received

August 26, 2021 via web

Departments

Police Department (LAPD)

Documents

Emails_R.pdf

Staff

Point of Contact

Timeline

Request Published

Public

November 23, 2021, 3:59pm

Document(s) Released

Public

Emails _R.pdf

November 23, 2021, 3:57pm

Request Closed

Public

Dear Requester,

We have completed our review of your request to the Los Angeles Police Department ("LAPD" or "Department") under the California Public Records Act (Cal. Govt. Code section 6250, et seq., hereinafter the "CPRA" or "Act") seeking the following records:

"...any records reflecting the locations of these 33 cameras. This would include any work orders, work plans, maps, correspondence, emails, contracts, photographs, or any other documents indicating where the cameras were installed."

The Department conducted a search for responsive records in its possession, and identified a few responsive emails, along with attachments. The Department will provide you with these records but will redact certain exempt or non-public information pursuant to California Government Code Sections 6254(c), 6254(f), 6254(k)/Evidence Code Section 1040, and 6255.

Information redacted under Section 6254(c) and 6255 includes personal information of individuals for which there is no public interest in disclosing, such as individuals' personal cell phone numbers and non-public information about individuals' personal lives.

The Department has also redacted information about the specific locations of security cameras, which is exempt under Sections 6254(f), 6254(k), and 6255. Section 6254(f) exempts from disclosure records of or containing "security procedures" or "security files" of a police agency, or another local agency that compiles the records for law

enforcement purposes. Authorities have concluded that under Section 6254(f), “[d]ocuments or portions of documents that deal with security and safety procedures need not be disclosed.” 79 Cal. Op. Att’y Gen. 206 (1996), citing to *N. Cal. Police Practices Project v. Craig*, 90 Cal.App.3d 116, 122 (1979). Moreover, as is relevant here, the Los Angeles Superior Court has concluded that security procedures “could include, for instance, operational instructions on how to use” security, intelligence, or investigative “technology so as to maintain the security of the system and prevent discovery by criminals. *Olson v. City of Long Beach*, 2018 Cal. Super. LEXIS 2825, at *29 (May 14, 2018).

Section 6254(k) of the Government Code exempts records which are exempt from disclosure under federal or state law, including but not limited to provisions of the Evidence Code relating to privilege. Evidence Code Section 1040 declares an official information privilege for information acquired in confidence by a public agency when the public interest in disclosing the information is outweighed by the public interest in keeping the information confidential.

Section 6255 protects records or information the disclosure of which would reveal particular areas of vulnerability for a public agency or official or enable criminals to evade an agency’s security procedures. For example, the Los Angeles Superior Court has also held that under Section 6255, there is a public interest against disclosure of agency material relating to the operation of security or investigative technology where disclosure “could help criminals counteract [an agency’s] use of the [] technology in the field.” *Id.* at *21-*22, citing to *People v. Walker*, 230 Cal.App.3d 230, 235 (1991) (noting that California law provides a privilege of nondisclosure of a police surveillance location). Similarly, the California Supreme Court has held that information about a public official’s schedule was exempt under 6255 where disclosure could enable an “individual intent on doing harm [to] use such information to discern activity patterns of the [official] and identify areas of particular vulnerability.” *Times Mirror Co. v. Super. Ct.*, 53 Cal.3d 1325, 1346 (1991). The exemption of Section 6255 applies equally here, where disclosure of the locations of the City’s security cameras at a City park would enable would-be violators to commit violations in areas of the park where they could evade detection.

If you have any questions, please respond to this email.

Respectfully,

LAPD Public Records & Subpoena Response Section, CPRA Unit

November 23, 2021, 3:56pm

Due Date Changed

Public

12/20/2021 (was 11/19/2021). Pending additional search and review.

November 18, 2021, 8:30am

Due Date Changed

Public

11/19/2021 (was 10/19/2021). Pending search.

October 20, 2021, 10:38am

External Message

Public

Dear Requester,

We have reviewed your request to the Los Angeles Police Department ("LAPD" or "Department") under the California Public Records Act (Cal. Govt. Code section 6250, et seq., hereinafter the "CPRA" or "Act") seeking the following records:

"...any records reflecting the locations of these 33 cameras. This would include any work orders, work plans, maps, correspondence, emails, contracts, photographs, or any other documents indicating where the cameras were installed."

The Department is cognizant of its responsibilities under the Act. It recognizes the statutory scheme was enacted to maximize citizen access to the workings of government. The Act does not mandate disclosure of all documents within the government's possession. Rather, by specific exemption and reference to other statutes, the Act recognizes that there are boundaries where the public's right to access must be balanced against such weighty considerations as the right of privacy, a right of constitutional dimension under California Constitution, Article 1, Section 1. The law also exempts from disclosure records that are privileged or confidential or otherwise exempt under either express provisions of the Act or pursuant to applicable federal or state law, per California Government Code Sections 6254(b); 6254(c); 6254(f); 6254(k); and 6255.

At this time, the Department is in the process of identifying records responsive to your request. We will provide you with a response upon completion of the review process.

If you have any questions, please respond to this email.

Respectfully,

LAPD Discovery Section, CPRA Unit

September 30, 2021, 11:14am by LAPD Analyst Farah N5890 (Staff)

Due Date Changed

Public

10/19/2021 (was 09/21/2021).

September 22, 2021, 11:10am

Due Date Changed

Public

09/21/2021 (was 09/07/2021).

September 7, 2021, 10:54am

External Message

Public

Dear Requester:

We have reviewed your California Public Records Act request.

Please be advised that, pursuant to California Government Code Section 6253(c), we have found that “unusual circumstances” exist with respect to the request due to the need to search for, collect, and review the requested records from other Department entities which are separate from the office processing the request. Therefore, our staff will require the statutory fourteen days extension of time in which to respond. A determination concerning your request will be made as soon as possible.

If you have any questions regarding this correspondence, simply respond to this email.

Respectfully,

LAPD Discovery Section CPRA Unit

September 7, 2021, 10:53am by LAPD Analyst Farah N5890 (Staff)

External Message

Public

Dear Requester,

Your CPRA (California Public Records Act) request was received and will be assigned to a Management Analyst.

If you have any further questions, please respond to this email.

Respectfully,

LAPD Discovery Section, CPRA Unit

August 26, 2021, 11:13am by Adriana Belmares (LAPD), SCT (Staff)

Department Assignment

Public

Police Department (LAPD)

August 26, 2021, 9:16am

Request Opened

Public

Request received via web

August 26, 2021, 9:16am

EXHIBIT B

From: Robert Solorio
Sent: Monday, May 24, 2021 10:21 AM
To: Alfonso Lopez; Juan Fregoso; jeanne.min@lacity.org
Subject: Fwd: Echo Park CCTV Site Plan and Details
Attachments: [REDACTED]

Respectfully,

Robert Solorio
Senior Lead Officer
Los Angeles Police Department
Rampart Area
Office: 213-484-3056
Fax: 213-484-3088
Email: 36103@lapd.online

From: Jimmy Newsom <jimmy.newsom@lacity.org>
Sent: Friday, May 7, 2021 6:48:17 AM
To: Robert Solorio <36103@lapd.online>
Cc: Cathie Santo Domingo <cathie.santodomingo@lacity.org>
Subject: Fwd: Echo Park CCTV Site Plan and Details

ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning Sir. Per our discussion, attached is our proposal camera layout for Echo Park (lake and Recreation Center). Please advise on any coverage issues you may have. [REDACTED]

Please advise as soon as you can.

----- Forwarded message -----

From: <john@conner3.com>
Date: Thu, May 6, 2021 at 3:18 PM
Subject: Echo Park CCTV Site Plan and Details
To: Jimmy Newsom <jimmy.newsom@lacity.org>

Good Afternoon Jimmy,

Attached are the drawings associated with our CCTV System design for Echo Park.

I'll be working on the Material List and Budget tomorrow. If you see anything missing or require any changes in the drawings, please let me know.

This thing is approaching the size of the Whitsett Soccer Fields project.

Best Regards,



- John Conner
- V.P. , Conner Communications Corporation, State Lic. # 986306
- p: [310-756-6610](tel:310-756-6610) m: [REDACTED] a: [1520 W. 178th Street Gardena, CA 90248](https://www.conner3.com)
- s: www.conner3.com e: john@conner3.com

--

Jim Newsom
City of Los Angeles/ Department of Recreation and Parks

6335 Woodley Avenue
Van Nuys, CA 91406

[REDACTED]
Fax: 818-908-9786/ Stop# 668

From: Jeanne Min <jeanne.min@lacity.org>
Sent: Monday, May 24, 2021 11:12 AM
To: Robert Solorio
Cc: Alfonso Lopez; Juan Fregoso
Subject: Re: Echo Park CCTV Site Plan and Details

ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Rob.

On Mon, May 24, 2021 at 10:20 AM Robert Solorio <36103@lapd.online> wrote:

Respectfully,

Robert Solorio
Senior Lead Officer
Los Angeles Police Department
Rampart Area
Office: 213-484-3056
Fax: 213-484-3088
Email: 36103@lapd.online

From: Jimmy Newsom <jimmy.newsom@lacity.org>
Sent: Friday, May 7, 2021 6:48:17 AM
To: Robert Solorio <36103@lapd.online>
Cc: Cathie Santo Domingo <cathie.santodomingo@lacity.org>
Subject: Fwd: Echo Park CCTV Site Plan and Details

ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning Sir. Per our discussion, attached is our proposal camera layout for Echo Park (lake and Recreation Center). Please advise on any coverage issues you may have. [REDACTED]

Please advise as soon as you can.

----- Forwarded message -----

From: <john@conner3.com>
Date: Thu, May 6, 2021 at 3:18 PM
Subject: Echo Park CCTV Site Plan and Details
To: Jimmy Newsom <jimmy.newsom@lacity.org>

Good Afternoon Jimmy,

Attached are the drawings associated with our CCTV System design for Echo Park.

I'll be working on the Material List and Budget tomorrow. If you see anything missing or require any changes in the drawings, please let me know.

This thing is approaching the size of the Whitsett Soccer Fields project.

Best Regards,



- John Conner
- V.P., Conner Communications Corporation, State Lic. # 986306
- p: [310-756-6610](tel:310-756-6610) m: [REDACTED] a: [1520 W. 178th Street Gardena, CA 90248](https://www.conner3.com)
- s: www.conner3.com e: john@conner3.com

--
Jim Newsom
City of Los Angeles/ Department of Recreation and Parks

[6335 Woodley Avenue](https://www.conner3.com)
[Van Nuys, CA 91406](https://www.conner3.com)

[REDACTED]
Fax: 818-908-9786/ Stop# 668

--
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JEANNE MIN
Chief of Staff
Office of Councilmember Mitch O'Farrell, 13th District
200 N. Spring Street Rm 480 Los Angeles, CA 90012
[REDACTED] [REDACTED] [REDACTED] [REDACTED] (213) 473-7013 | jeanne.min@lacity.org

From: Cathie Santo Domingo <cathie.santodomingo@lacity.org>
Sent: Monday, May 24, 2021 10:31 AM
To: Jeanne Min; Marisol Rodriguez; Alfonso Lopez
Subject: Fwd: Echo Park CCTV Site Plan and Details
Attachments: [REDACTED]

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FYI

----- Forwarded message -----

From: Jimmy Newsom <jimmy.newsom@lacity.org>
Date: Fri, May 7, 2021 at 6:48 AM
Subject: Fwd: Echo Park CCTV Site Plan and Details
To: Robert Solorio <36103@lapd.online>
Cc: Cathie Santo Domingo <cathie.santodomingo@lacity.org>

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- John Conner
- V.P. , Conner Communications Corporation, State Lic. # 986306
- p: [310-756-6610](tel:310-756-6610) m: [REDACTED] a: [1520 W. 178th Street Gardena, CA 90248](http://1520.W.178th.Street.Gardena.CA.90248)
- s: www.conner3.com e: john@conner3.com

--

Jim Newsom
City of Los Angeles/ Department of Recreation and Parks

6335 Woodley Avenue
Van Nuys, CA 91406

[REDACTED]
Fax: 818-908-9786/ Stop# 668

--

Cathie M. Santo Domingo, P.E.
Assistant General Manager
Planning, Maintenance and Construction
Department of Recreation and Parks
Office: 213 202-2633

[REDACTED]

From: Jeanne Min <jeanne.min@lacity.org>
Sent: Monday, May 24, 2021 11:12 AM
To: Cathie Santo Domingo
Cc: Alfonso Lopez; Marisol Rodriguez
Subject: Re: Echo Park CCTV Site Plan and Details

ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Thank you Cathie.

On Mon, May 24, 2021 at 10:28 AM Cathie Santo Domingo <cathie.santodomingo@lacity.org> wrote:
FYI

----- Forwarded message -----

From: Jimmy Newsom <jimmy.newsom@lacity.org>
Date: Fri, May 7, 2021 at 6:48 AM
Subject: Fwd: Echo Park CCTV Site Plan and Details
To: Robert Solorio <36103@lapd.online>
Cc: Cathie Santo Domingo <cathie.santodomingo@lacity.org>

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[REDACTED]

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Date: Thu, May 6, 2021 at 3:18 PM
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To: Jimmy Newsom <jimmy.newsom@lacity.org>

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Best Regards,



- John Conner
- V.P. , Conner Communications Corporation, State Lic. # 986306
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- s: www.conner3.com e: john@conner3.com

--

Jim Newsom
City of Los Angeles/ Department of Recreation and Parks

[6335 Woodley Avenue](#)
[Van Nuys, CA 91406](#)

[REDACTED]

Fax: 818-908-9786/ **Stop#** 668

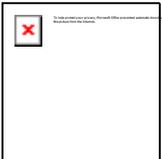
--

Cathie M. Santo Domingo, P.E.
Assistant General Manager
Planning, Maintenance and Construction
Department of Recreation and Parks
Office: 213 202-2633

[REDACTED]

--

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JEANNE MIN

Chief of Staff
Office of Councilmember Mitch O'Farrell, 13th District
200 N. Spring Street Rm 480 Los Angeles, CA 90012

[REDACTED] [REDACTED] [REDACTED] [REDACTED] (213) 473-7013 | jeanne.min@lacity.org

From: Marisol Rodriguez <marisol.rodriguez@lacity.org>
Sent: Tuesday, April 27, 2021 9:13 PM
To: Robert Solorio
Cc: Juan Fregoso; Jimmy Newsom; Jimmy Kim; Alfonso Lopez; Cathie Santo Domingo
Subject: Re: Echo Park Lake Site Visit for Cameras

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Hi Rob,

Confirming we are meeting tomorrow onsite at noon. Thanks



Marisol Rodriguez
District Director
Office of Councilmember Mitch O'Farrell
1722 Sunset Blvd, Los Angeles, California 90026
T: (213) 207-3015 E: marisol.rodriguez@lacity.org

Find the Councilmember on:  [Sign up for the CD13 Newsletter](#)

*****PLEASE NOTE**: E-mail correspondence with the office of Councilmember Mitch O'Farrell (including any attachments) disclosure under the California Public Records Act.***

On Tue, Apr 27, 2021 at 11:38 AM Robert Solorio <36103@lapd.online> wrote:

I cannot do Weds at 9am. I can do anytime after 1030. [REDACTED]

Respectfully,

Robert Solorio

Senior Lead Officer
Los Angeles Police Department
Rampart Area
Office: 213-484-3056
Fax: 213-484-3088
Email: 36103@lapd.online

From: Juan Fregoso <juan.fregoso@lacity.org>
Sent: Tuesday, April 27, 2021 11:36:32 AM
To: Marisol Rodriguez <marisol.rodriguez@lacity.org>
Cc: Jimmy Newsom <jimmy.newsom@lacity.org>; Jimmy Kim <jimmy.kim@lacity.org>; Alfonso Lopez <30243@lapd.online>
<cathie.santodomingo@lacity.org>; Robert Solorio <36103@lapd.online>
Subject: Re: Echo Park Lake Site Visit for Cameras

ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content.

Thanks Everyone.

It looks like we can do noon tomorrow. I will send the calendar invite shortly.

On Mon, Apr 26, 2021 at 9:23 PM Marisol Rodriguez <marisol.rodriguez@lacity.org> wrote:
I have a conflict at 9am and 11am

I could meet after noon.



Marisol Rodriguez
District Director
Office of Councilmember Mitch O'Farrell
1722 Sunset Blvd, Los Angeles, California 90026
T: (213) 207-3015 E: marisol.rodriguez@lacity.org

Find the Councilmember on:  Sign up for the [CD13 Newsletter](#)

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On Mon, Apr 26, 2021 at 5:40 PM Jimmy Newsom <jimmy.newsom@lacity.org> wrote:
Thank you Jim.

All I have a conflict that time of morning. If we can push it to 10:30-11am or after, I can attend.

On Mon, Apr 26, 2021 at 5:00 PM Jimmy Kim <jimmy.kim@lacity.org> wrote:
Good Afternoon ALL,

I believe this is for [+Jimmy Newsom](#)

On Mon, Apr 26, 2021 at 4:53 PM Juan Fregoso <juan.fregoso@lacity.org> wrote:

Hi Cathie,

Per our call this morning, we wanted to schedule a walk through with LAPD to assess the locations for security

Can you and Jimmy meet us on site this Wednesday morning at 9am?

Please let me know if this will work for you so I can send out the calendar invite.

Thank you for all of your help.

--



Juan Antonio Fregoso

Field Deputy - Echo Park, Historic Filipinotown, Rampart Village, and Westlake N.
Office of Councilmember Mitch O'Farrell, 13th District

[1722 Sunset Blvd., Los Angeles, CA 90026](https://www.cd13.org)

 / 213.207.3015 • | www.cd13.org

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Sign up for the [CD13 Newsletter](#) for District updates

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--

Jimmy Kim

Acting Assistant General Manager

Recreation and Parks Services Branch

City of Los Angeles

Department of Recreation and Parks

Emergency Management Division and Citywide Aquatics Division

[3900 Chevy Chase Drive,](#)

[Los Angeles, CA 90039](#)

Office: (323) 906-7953

Fax: (818) 243-6495

Stop# 672



--

Jim Newsom

City of Los Angeles/ Department of Recreation and Parks

6335 Woodley Avenue

Van Nuys, CA 91406



Fax: 818-908-9786/ Stop# 668



Juan Antonio Fregoso

Field Deputy - Echo Park, Historic Filipinotown, Rampart Village, and Westlake N.
Office of Councilmember Mitch O'Farrell, 13th District
1722 Sunset Blvd., Los Angeles, CA 90026

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EXHIBIT C

INTRADEPARTMENTAL CORRESPONDENCE

June 12, 2015
1.17

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LOS ANGELES POLICE DEPARTMENT AND CELPLAN TECHNOLOGIES, INC. FOR EXPANSION OF THE WIRELESS CAMERA SURVEILLANCE SYSTEM

RECOMMENDED ACTIONS

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

DISCUSSION

On October 20, 2008, the Los Angeles Police Department issued a Request for Proposals (RFP) to implement a wireless camera surveillance system for the Department's Valley Bureau and other geographical Areas as funding was identified (RFP No. 07-567-007). CelPlan submitted a proposal and was selected by the Department to provide services as described in the RFP. The Department would now like to expand the existing systems in Southwest Division's Norman Houston Park and 77th Division's Figueroa Corridor. The Office of the City Attorney has approved the attached contract as to form.

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

Respectfully,



CHARLIE BECK
Chief of Police

Attachment

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: CELPLAN TECHNOLOGIES, INC.

**TITLE: LAPD WIRELESS CAMERA SURVEILLANCE SYSTEM
– NORMAN HOUSTON PARK & FIGUEROA
CORRIDOR PROJECTS**

CONTRACT No. _____

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EXHIBITS:

- Exhibit A – Standard Provisions for City Contracts (rev. 3/09)
- Exhibit B – Statement of Work for Norman Houston Park
- Exhibit C – Statement of Work for Figueroa Corridor
- Exhibit D – Deliverables and Payment Schedule for Norman Houston Park
- Exhibit E – Deliverables and Payment Schedule for Figueroa Corridor
- Exhibit F – Contractor’s Key Personnel
- Exhibit G – Project Change Authorization Form

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

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

RECITALS

WHEREAS, the Department has a desire to expand the existing wireless camera surveillance system to Norman Houston Park and the Figueroa Corridor; and

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

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

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

WHEREAS, the parties hereto wish to enter into an Agreement for Contractor to provide professional services to implement the wireless camera surveillance system in the Department's Southwest Area Division's Norman Houston Park and 77th Area Division's Figueroa Corridor, thus expanding the existing nearby CelPlan system, pursuant to the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided; and

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

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

**SECTION 1
INTRODUCTION**

1.0 Parties to the Agreement and Representatives

1.1 The parties to this Agreement are:

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

1.2 Representatives of the Parties and Service of Notices

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

Charlie Beck, Chief of Police
Los Angeles Police Department
100 West First Street, 10th Floor
Los Angeles, California 90012

With copies to:

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012
Main Phone Number: (213) 486-0370

The representatives of Contractor shall be:

Leonhard Korowajczuk, CEO / CTO
1897 Preston White Drive, 3rd Floor
Reston, VA 20191
(703) 259-4022
leonhard@celplan.com

And:

Jasper Bruinzeel, VP Marketing & Sales
1897 Preston White Drive, 3rd Floor
Reston, VA 20191
(760) 274-4214
jasper@celplan.com

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

SECTION 2 TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

The term of this Agreement shall commence upon execution by all parties to the Agreement and end three (3) years thereafter, subject to the termination provisions herein.

2.2 Statement of Work to be Performed

- A. During the term of this Agreement, Contractor shall provide the Services, implement the tasks, and provide the Deliverables identified herein and in Exhibit "B," Statement of Work ("SOW") for Norman Houston Park, and Exhibit "C", Statement of Work ("SOW") for Figueroa Corridor, Exhibit "D", Deliverables and Payment Schedule for Norman Houston Park, and Exhibit "E", Deliverables and Payment Schedule for Figueroa Corridor.
- B. All work, tasks, and Deliverables are subject to Department approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 5, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of Services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Attachments.

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

2.3 Final System Acceptance and Approval

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

of Work, for the System which Contractor seeks Final System Acceptance; and

3. Contractor has complied with all of the terms and conditions of this Agreement applicable to the completed System.
- C. City shall either approve/sign or reject Contractor's Notice of System Completion. If City approves Contractor's Notice of System Completion, it shall constitute formal acceptance of all of Contractor's tasks, services, and Deliverables related to the completed System for which the Final System Acceptance was provided.

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

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

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

- D. The Contractor shall have fulfilled its obligations under this Agreement, when the Contractor accomplishes all the tasks described in Exhibits "B" and "C"; completed all deliverables listed in Exhibits "D" and "E"; the City has issued final acceptance and approval in writing; and Contractor has completed its maintenance of the system.

2.4 City Use of Deliverables

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

2.5 Survival of Provisions

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

SECTION 3 PERSONNEL

3.1 Key Personnel

A. Project Manager

Contractor shall assign a full-time project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing wireless surveillance systems. Contractor's Key Personnel are listed in Exhibit "F."

B. Staff Size

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

C. Identification of Key Personnel

Key Contractor personnel to be assigned to this Agreement are identified in Exhibit "F", Contractor's Key Personnel. Key Contractor personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

D. City considers the services of Contractor's Key Personnel listed in Exhibit "F", essential to Contractor's performance under this Agreement. Contractor shall not reassign any key personnel without City's prior written consent. City shall have the right to approve or disapprove the reassignment of Contractor key personnel listed in Exhibit "F" for any reason at its sole discretion.

Notwithstanding the above, City's consent for removal/reassignment of Contractor's Key Personnel shall not be required when such Key Personnel: 1) is dismissed by Contractor for misconduct; 2) fails, in Contractor's sole discretion, to perform his or her duties and responsibilities pursuant to this Agreement; or 3) is unable to work.

3.2 Changes to Key Personnel

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

3.3 Subcontractors

A. Subcontracts/Joint Participation Agreements

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

B. Provisions Bind on Subcontracts

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

3.4 Reference Checks

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

SECTION 4 ACCESS TO CITY FACILITIES

4.1 Access to City Facilities

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

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

- C. If City makes software, hardware, networks or other resources available to Contractor, City is responsible for obtaining any licenses or approvals related to such resources that may be necessary for Contractor or its subcontractors to perform the Services, including the development of any Deliverables. Contractor will be relieved of its obligations to the extent City's failure to promptly obtain such licenses or approvals adversely affect Contractor's ability to perform its obligations.

SECTION 5 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation and Method of Payment

- A. City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed One Hundred Forty-One Thousand, Six Hundred Seventy-Six Dollars and Thirty-Seven Cents (\$141,676.37), including state and local taxes. The foregoing payment represents the total compensation to be paid by City to Contractor for services to be performed as designated in this Agreement.
- B. Ten percent (10%) of the compensation for Services shall be withheld by City until City has issued its written notice of final system acceptance under Section 2.5 of this Agreement.
- C. It is understood that City makes no commitment to fund this Agreement beyond the terms set herein. City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement, and City's obligations hereunder, is limited to the amount stated in Section 5.1 (A). If City appropriates additional funds for this Agreement, City's payment obligations may be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. Contractor shall not provide any Services, goods or equipment, and City shall not pay for any Services, goods or equipment provided in excess of the funds appropriated by City for this Agreement.
- E. The prices reflected in Exhibits "D" and "E", Deliverables and Payment Schedules, include any applicable discounts.

5.2 Invoices

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

1. An original invoice, on Contractor's letterhead and signed by the Project Manager and/or Fiscal Manager for Contractor shall be delivered to the authorized representative for City with a copy to the LAPD representatives within fifteen (15) calendar days after acceptance of each Deliverable listed in Exhibits "D" and "E", Deliverables and Payment Schedules. Contractor must include the following information on each invoice:

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

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

B. Invoices shall be submitted to:

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

SECTION 6 WARRANTIES

6.1 Services Warranty

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

6.2 System Component and Equipment Warranty

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

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

6.3 Survival of Provisions

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

SECTION 7 SUSPENSION AND TERMINATION

7.1 Suspension

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

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended

without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

7.2 Termination for Convenience

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

7.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days' notice. If, after City has given notice of termination under the provisions of this Section 7.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 7.2.

7.4 Notices of Suspension or Termination

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

SECTION 8 AMENDMENTS AND CHANGE REQUESTS

8.1 Amendments

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

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

8.2 Change Requests

A. City Technical Change Requests

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 2.2, Statement of Work to be Performed, of this Agreement. A "change," as that term is used in this Section 8.2 means technical or other adjustments made within the Statement of Work to be Performed, and consistent with Section 2.2 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 5.1(A) of this Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

B. Change Proposal

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

1. Total cost of the change;
2. Schedule impact of the change for current and subsequent Deliverables;
3. Impact of the change on any other part of this Agreement;

4. Estimated California Sales Tax impact, if any;
5. The period of time for which such statement is valid, but not less than sixty (60) days; and
6. City contract number and date of contract.

D. Method of Agreement to Changes

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

SECTION 9 SUCCESSORS AND ASSIGNS

9.1 Contractor's Successors and Assigns

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

9.2 Survival of Provisions

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

SECTION 10 DISPUTES

10.1 Disputes

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in

Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

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

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

SECTION 11 CONFIDENTIALITY

11.1 Confidentiality of City and City Information

Unless otherwise required by applicable law, all material that either party makes available to the other in connection with carrying out this Agreement and that is either marked with a restrictive legend of the discloser or if not marked with such legend or is disclosed orally, is identified as confidential at the time of disclosure ("Confidential Information") shall be protected by the receiving party using the same care and discretion to avoid disclosure, publication or dissemination of the disclosing party's Confidential Information as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate. The ideas, concepts, knowledge, or techniques, developed during the course of this Agreement by the Contractor, by the City, by the LAPD, or jointly by the Contractor, LAPD and the City, in furnishing assistance under this Agreement, can be used by either party in any way it may deem appropriate. Nothing contained herein shall require either party to hold in confidence any ideas, knowledge, concepts or techniques. In addition, neither party shall be required to keep confidential any data which is or becomes publicly available, is already in the receiving party's possession without obligation of confidentiality, is independently developed by the receiving party outside the scope of this Agreement, or is rightfully obtained from third parties. Confidential material shall be held in confidence for five (5) years from the date of disclosure, unless a longer time period is required by law or statute, without the possibility of contractual waiver. The recipient of Confidential Information may disclose the Confidential Information to the extent required by law. However, the recipient will give the other party prompt notice to allow such other party a reasonable opportunity to obtain a protective order.

SECTION 12 ENTIRE AGREEMENT

12.1 Complete Agreement

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

12.2 Number of Originals and Attachments

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

Exhibit A – Standard Provisions for City Contracts (rev. 3/09)

Exhibit B – Statement of Work for Norman Houston Park

Exhibit C – Statement of Work for Figueroa Corridor

Exhibit D – Deliverables and Payment Schedule for Norman Houston Park

Exhibit E – Deliverables and Payment Schedule for Figueroa Corridor

Exhibit F – Contractor's Key Personnel

Exhibit G – Project Change Authorization Form

12.3 Order of Precedence

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

- 1) This Agreement between the Los Angeles Police Department and Celplan Technologies, Inc.
- 2) Exhibit A – Standard Provisions for City Contracts (rev. 3/09)
- 3) Exhibit B – Statement of Work for Norman Houston Park
- 4) Exhibit C – Statement of Work for Figueroa Corridor
- 5) Exhibit D – Deliverables and Payment Schedule for Norman Houston Park
- 6) Exhibit E – Deliverables and Payment Schedule for Figueroa Corridor

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

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

THE CITY OF LOS ANGELES

CELPLAN TECHNOLOGIES, INC.

By: _____
CHARLIE BECK
Chief of Police

By: _____
LEONHARD KOROWAJCZUK
CEO / CTO

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

(2nd Corporate Officer)

By: _____
ANTHONY-PAUL DIAZ
Deputy City Attorney

By: _____
ELIANI KOROWAJCZUK
Financial Director

DATE: _____

DATE: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

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

Internal Revenue Service Taxpayer Identification Number: 54-1766195

Agreement Number _____

EXHIBIT A

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 3/09)

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC-2. NUMBER OF ORIGINALS

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

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

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

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

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

PSC-4. TIME OF EFFECTIVENESS

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

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

PSC-5. INTEGRATED CONTRACT

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

PSC-6. AMENDMENT

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

PSC-7. EXCUSABLE DELAYS

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

PSC-8. BREACH

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

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

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

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

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.

3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the **CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and

CONTRACTOR shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

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

PSC-12. CONTRACTOR'S PERSONNEL

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

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

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

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

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

PSC-15. CLAIMS FOR LABOR AND MATERIALS

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

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

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

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

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

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

PSC-18. FALSE CLAIMS ACT

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

PSC-19. BONDS

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

PSC-20. INDEMNIFICATION

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

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

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

PSC-23. OWNERSHIP AND LICENSE

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

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

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

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

PSC-24. INSURANCE

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

PSC-25. DISCOUNT TERMS

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

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC-27. NON-DISCRIMINATION

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

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

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

PSC-28. EQUAL EMPLOYMENT PRACTICES

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

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

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

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

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities;
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

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

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

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

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

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

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

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

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

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

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

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

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

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

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

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

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

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

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

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

PSC-35. EQUAL BENEFITS ORDINANCE

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

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

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

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

PSC-36. SLAVERY DISCLOSURE ORDINANCE

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: CelPlan Technologies, Inc. Date: June 2015

Agreement/Reference: Wireless Camera Surveillance System – Southwest and 77th Divisions
 Evidence to coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits (“CSLs”). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers’ Compensation – Workers’ Compensation (WC) and Employer’s Liability (EL) WC Statutory
EL \$1,000,000

Waiver of Subrogation in favor of City Longshore & Harbor Workers
 Jones Act

General Liability \$1,000,000

Products/Completed Operations Sexual Misconduct _____
 Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

Professional Liability (Errors and Omissions) \$

Property Insurance (to cover replacement cost of building – as determined by insurance company) \$

- | | |
|--|---|
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Flood _____ | <input type="checkbox"/> Builder’s Risk |
| <input type="checkbox"/> Earthquake _____ | <input type="checkbox"/> _____ |

Pollution Liability \$

Surety Bond – Performance and Payment (Labor and Materials) Bonds 100 % of Contract Price

Crime Insurance \$

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

EXHIBIT B

STATEMENT OF WORK FOR NORMAN HOUSTON PARK



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

Southwest Area Station - Norman Houston Park Expansion

Scope of Work and Payment Schedule

May 5, 2015

Ref. No. LOS150505

*CelPlan Technologies, Inc. / Wi4Net
1920 Association Dr.
Reston, VA 20191*

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1	SYSTEM DESIGN OVERVIEW	3
2	PARK LOCATIONS & CONFIGURATIONS.....	5
2.1	SWO20 – PARK LIGHT POLE	5

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

APPENDIX B: SOW AND COST OVERVIEW

1 SYSTEM DESIGN OVERVIEW

This document outlines the system design information for the Southwest Area Station Wireless Camera Surveillance System – Norman Houston Park expansion, including the three new wireless surveillance cameras (in a single location), branching off from the existing system node at Don Cota, along with expansions at the head-end (at the police station). This report also provides detailed location information and installation specifications for pole location, as applicable to the design, including also pole pictures and conceptual installation drawings. The network will operate in the 4.9 GHz band which is licensed exclusively for public safety and contains a 50 MHz band between the frequencies of 4940 MHz and 4990 MHz.

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

- Cameras: The cameras featured are the Axis P5635-E 2MP PTZ camera and Axis P1425-E 2MP fixed camera.
- Edge Enclosure: The enclosure shall be the CelPlan enclosure measuring 14"x12"x7" and meets the environmental temperature (20° - 150° F) requirements. The enclosure can be configured in various configuration, with the configuration for this project as follows:
 - One 4.9 GHz radio modules for communications between the camera and network.
 - A local LAN switch to provide internal communications between the interior modules of the edge storage enclosure.
 - Power supply unit.

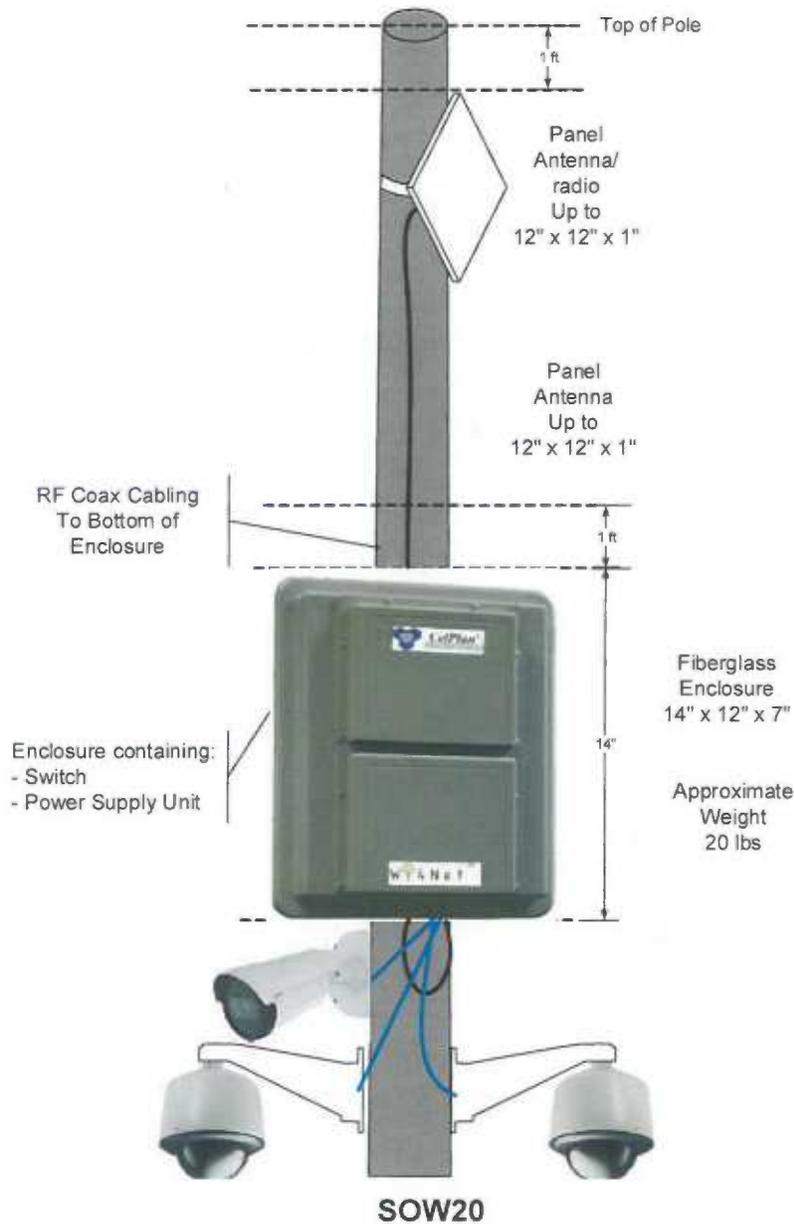
The enclosure is provided without attached camera, to provide for flexibility in deployment of the units.

- Antennas: Each radio is provided as integrated antenna / radio solution (powered through PoE), with dual polarization / MIMO capabilities.

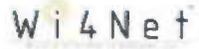
2 PARK LOCATIONS & CONFIGURATIONS

2.1 SWO20 – Park Light Pole

No.	Name	Description	Location Designation	Coordinates		Loc	Pole Height [ft]	No. Cam	No. Ant
SWO20	Norman Houston Park	Park Light Pole	Final	33° 59' 57.47" N	118° 21' 28.31" W	(see map)	20	3	1







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

FlexiVideo™ FV-2100 / FlexiRadio™ FR-2100



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

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

- Single, integrated enclosure solution
- Enclosures can be configured as standalone video recording unit, remotely connected video unit with or without local storage, an RF repeater, an RF mesh element, an RF aggregation point, etc.
- Supports multiple cameras (combination of PTZ or fixed; analog or IP)
- Integration of advanced camera solutions, such as megapixel, thermal, low-light or ALPR
- Optional embedded H.264 encoding to support legacy cameras
- Optional local storage capacity of 1 TB to 4TB (RAID1 configuration available)
- Up to four radios configurable for 4.9 and 5 GHz, with MIMO support (various options available)
- Power backup (UPS) functionality for up to 60 minutes (depending on configuration and conditions)
- Optional strobe light
- Up to two external Ethernet ports
- Up to eight external RF antenna connection ports
- One AC connection port
- Up to two video signal ports
- Up to two video control ports
- Temperature controlled enclosure, available with brackets for pole and wall assembly
- Enclosure nominal size is: 14" x 12" x 7"
- External enclosure dimensions are: 15.477" x 13.475" x 8.687"
- Enclosure weight: Approx. 20 lbs. (basic configuration)

Unique solution approach, integrating wireless, digital video, centralized monitoring and storage

Wi4Net™
Division of TaiPian Technologies, Inc.



FV-2100 System Configurations



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

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

Specifications are subject to change without notice.



Wi4Net | 1897 Preston White Drive | 3rd Floor
Reston, VA 20191 | USA | www.Wi4Net.com | 703 259-4020

Wi4Net[™]
Division of CelPlan Technologies, Inc.

APPENDIX B: SOW AND COST OVERVIEW

The following pricing summary is provided:

	Unit Price	Extended
• Components, Hardware & Software:		\$26,647.19
○ 1x FV-2100 Pole Camera Unit		
○ 1x Additional 4.9GHz / 5.xGHz radio		
○ 2x Axis P5635-E PTZ camera with pole bracket		
○ 1x Axis P1425-E Fixed camera with pole bracket		
○ 1x Genetec General Upgrade Fee		
○ 3x Genetec Camera Licenses		
○ 1x Expansion Storage (3x4TB)		
• Services:		\$22,720.00
○ Site survey		
○ Design (including updated system block diagram)		
○ Cameras and wireless installation, configuration and commissioning		
○ Management system installation, configuration and commissioning		
○ Project management		
○ Refresh training (new users)		
• Maintenance Year 1 & 2:		\$9,014.45
• Taxes (9.00%):		\$2,398.25
• <u>Total:</u>		\$60,779.89

Assumptions, Notes, Terms and Conditions:

The offer is based on the following assumptions, notes, terms and conditions:

- *Standard LAPD / CelPlan payment terms apply (including payment terms 30-day net).*
- *Proposal validity 30 days.*
- *Power (110Vac) provided at pole by Customer.*
- *Offer includes taxes based on current rate.*
- *All pricing includes a one-time, special 20% project-discount, besides special project discount provided additionally.*
- *Services, maintenance and software charges are based on items provided as part of the baseline proposal. Charges may need to be adjusted based on selected options, if applicable.*
- *Statement of work and assumptions as stated throughout this proposal are applicable to this offer; any changes to the assumptions may impact the offer accordingly.*
- *CelPlan will not take any responsibility for damage due to misuse, mishandling, accidents, purposely inflicted damage, vandalism, natural disaster, etc., from time of delivery to Customer site, regardless of system acceptance. The Customer will be responsible for cost or provisioning of appropriate insurance or repair/replacement costs. We will charge the Customer for the repair and/or replacement components, and associated services.*

EXHIBIT C

STATEMENT OF WORK FOR FIGUEROA CORRIDOR



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

77th Area Station - Figueroa Expansion

Scope of Work and Payment Schedule

April 28, 2015

Ref. No. LOS150428

*CelPlan Technologies, Inc. / Wi4Net
1920 Association Dr.
Reston, VA 20191*

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1	SYSTEM DESIGN OVERVIEW	3
2	BSL POLE LOCATIONS & CONFIGURATIONS.....	5
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APPENDIX A: GENERAL SPECIFICATIONS FOR FV-2100 / FR-2100

APPENDIX B: SOW AND COST OVERVIEW

1 SYSTEM DESIGN OVERVIEW

This document outlines the system design information for the 77th Area Station Wireless Camera Surveillance System solution, including the four (4) new wireless surveillance cameras, breaching off from the existing system node at the senior center. This report also provides detailed location information and installation specifications for the BSL/DOT pole locations, as applicable to the design, including also pole pictures and conceptual installation drawings. The network will operate in the 4.9 GHz band which is licensed exclusively for public safety and contains a 50 MHz band between the frequencies of 4940 MHz and 4990 MHz.

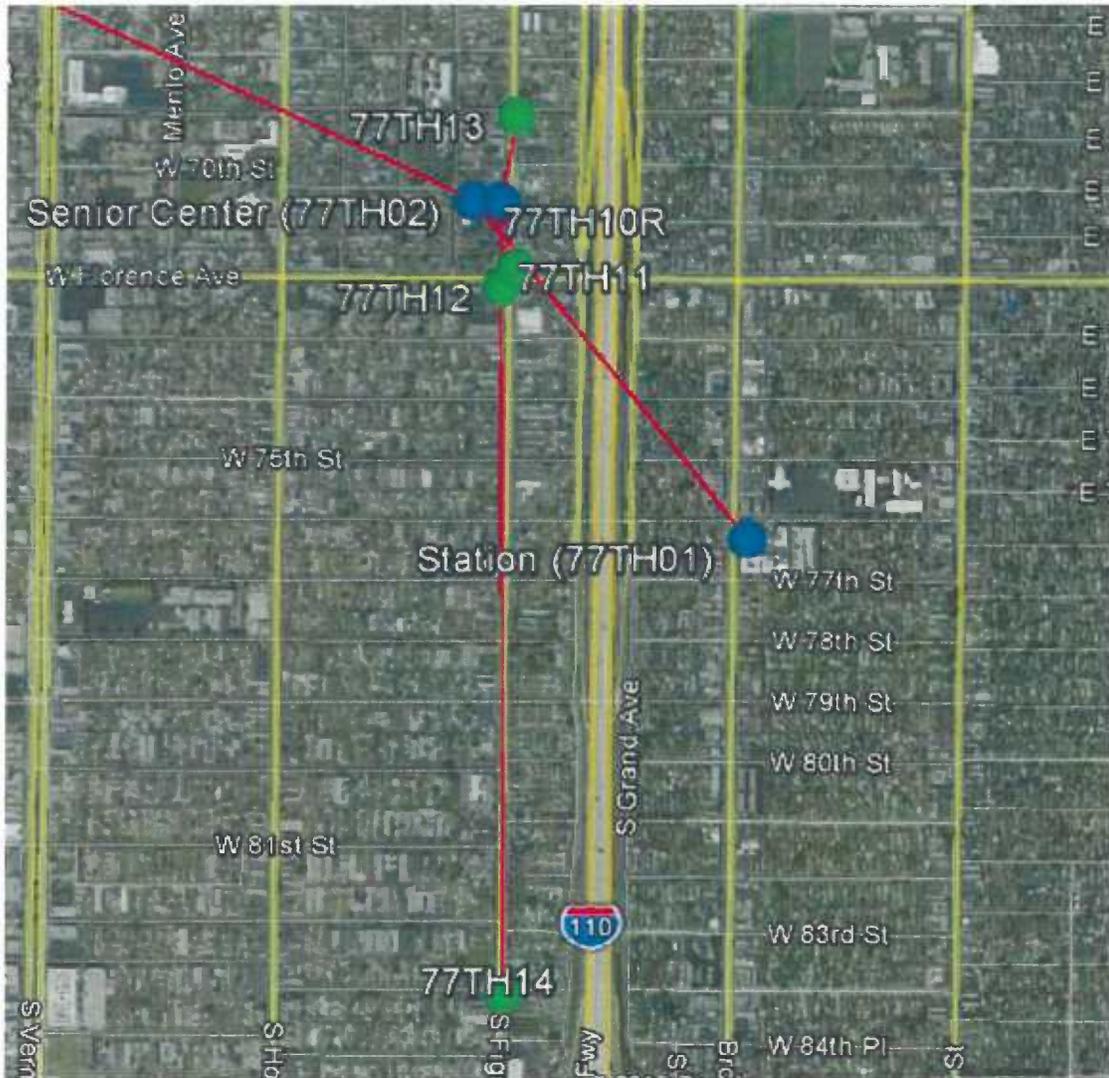
The components below will be installed at all pole based Camera locations with varying configurations based on the design criteria.

- Cameras: The cameras featured are the Axis P5534-E 1MP PTZ cameras.
- Edge Enclosure: The enclosure shall be the CelPlan enclosure measuring 14"x12"x7" and meets the environmental temperature (20° - 150° F) requirements. The enclosure is configured in various with the most common configuration being the following:
 - One or more 4.9 GHz radio modules for communications between the cameras and central control location.
 - A local LAN switch to provide internal communications between the interior modules of the edge storage enclosure.
 - Power supply unit.

The enclosure is provided without attached camera, to provide for flexibility in deployment of the units.

- Antennas: Each radio is provided as integrated antenna / radio solution (powered through PoE), with dual polarization / MIMO capabilities.

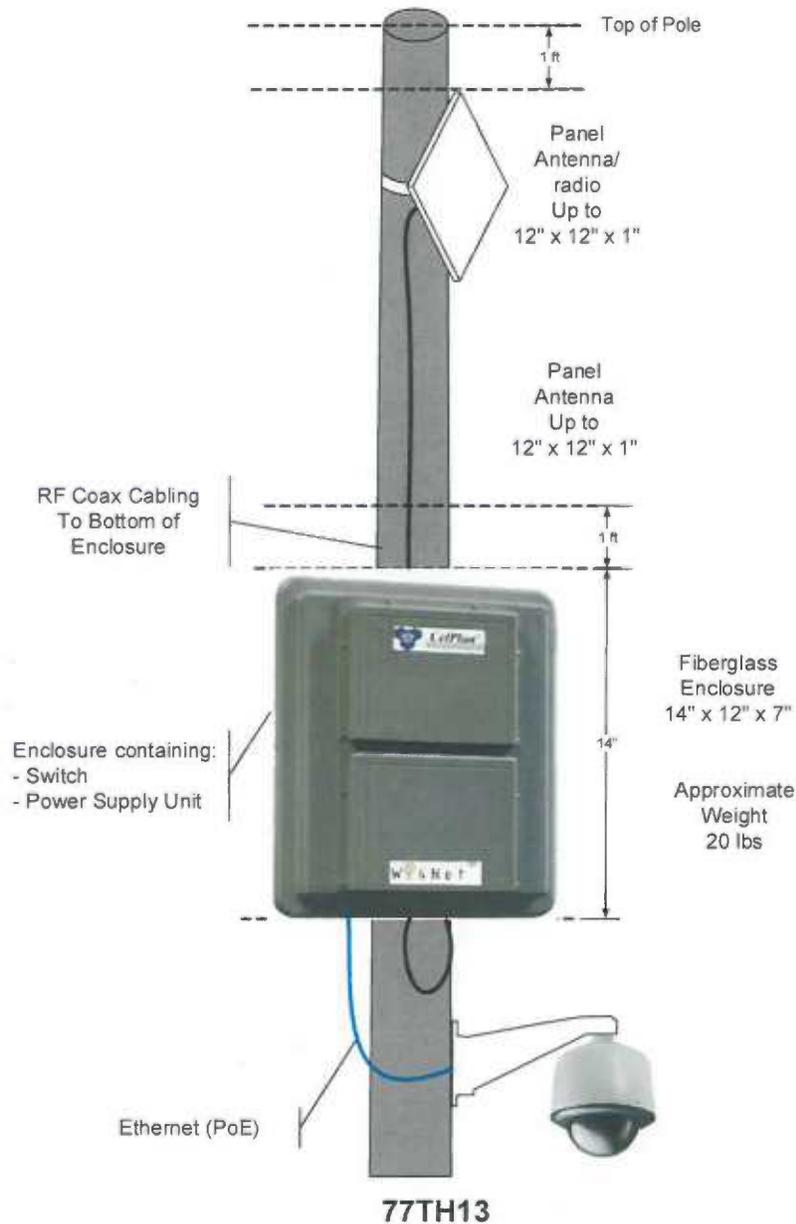
The following drawing explains the system design, indicating in what configuration the various wireless camera units connect back to the local area station. The newly added nodes are 77TH10R (repeater node connecting at Senior Center rooftop into existing system), 77TH11, 77TH12, 77TH13, and 77TH14.

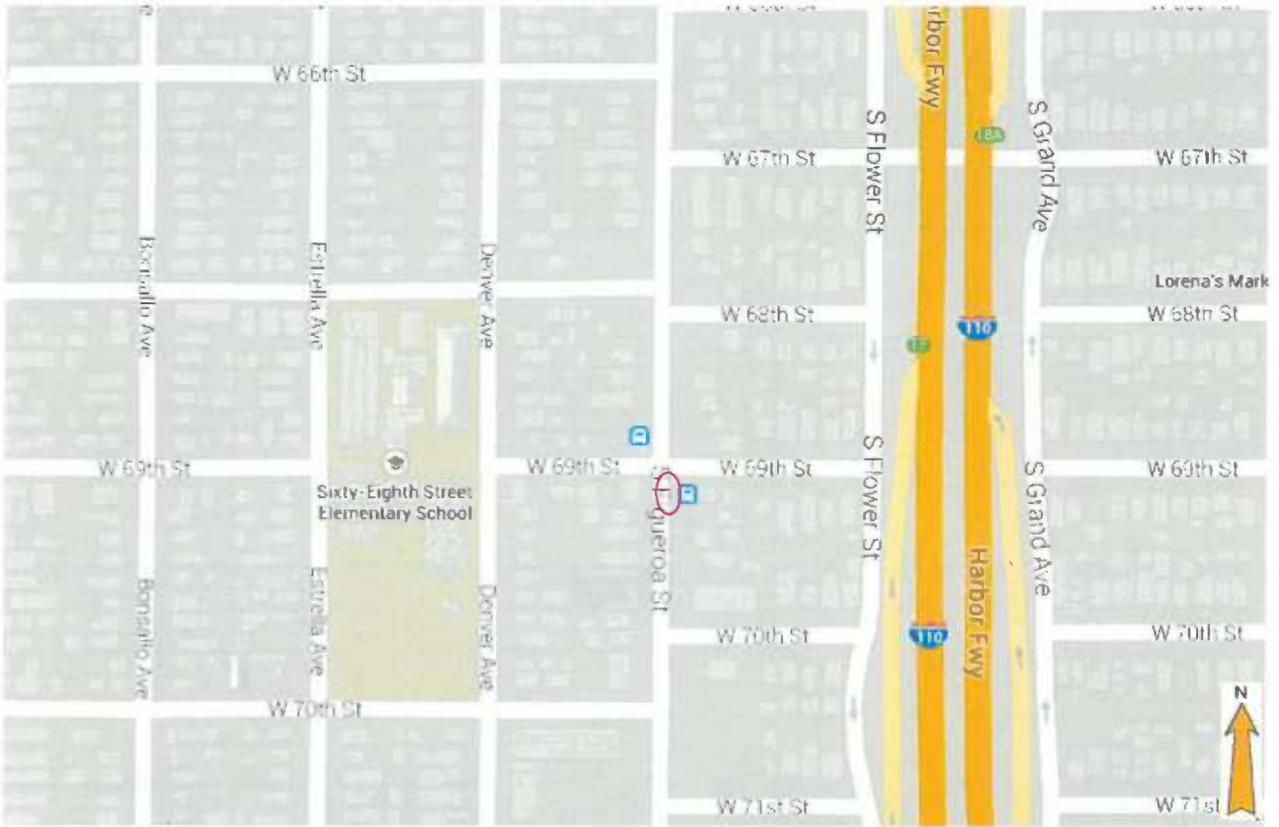


2 BSL POLE LOCATIONS & CONFIGURATIONS

2.1 77TH13 – BSL Pole

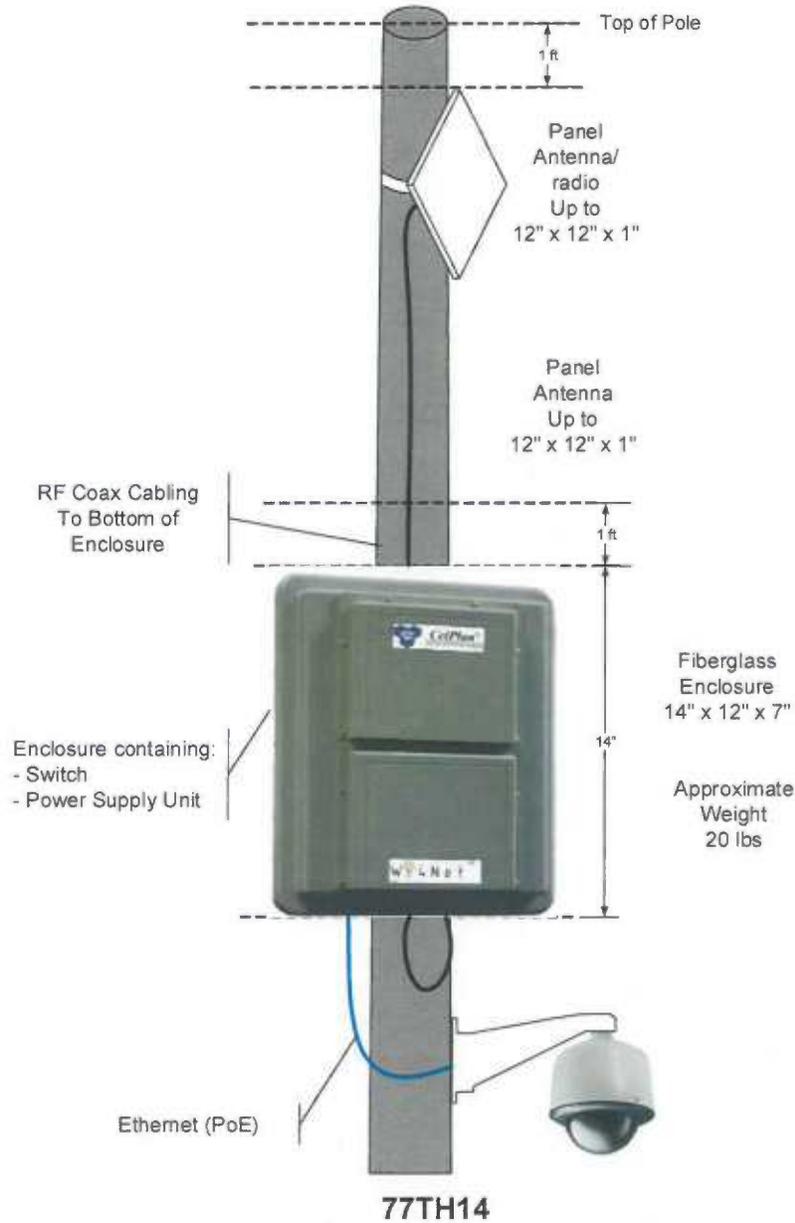
No.	Name	Description	Location Designation	Coordinates		Loc	Pole Height [ft]	No. Cam	No. Ant
77TH13	69th/ Figueroa	BSL Street Light	Final	33° 58' 38.10" N	118° 16' 57.28" W	SE	25	1	1

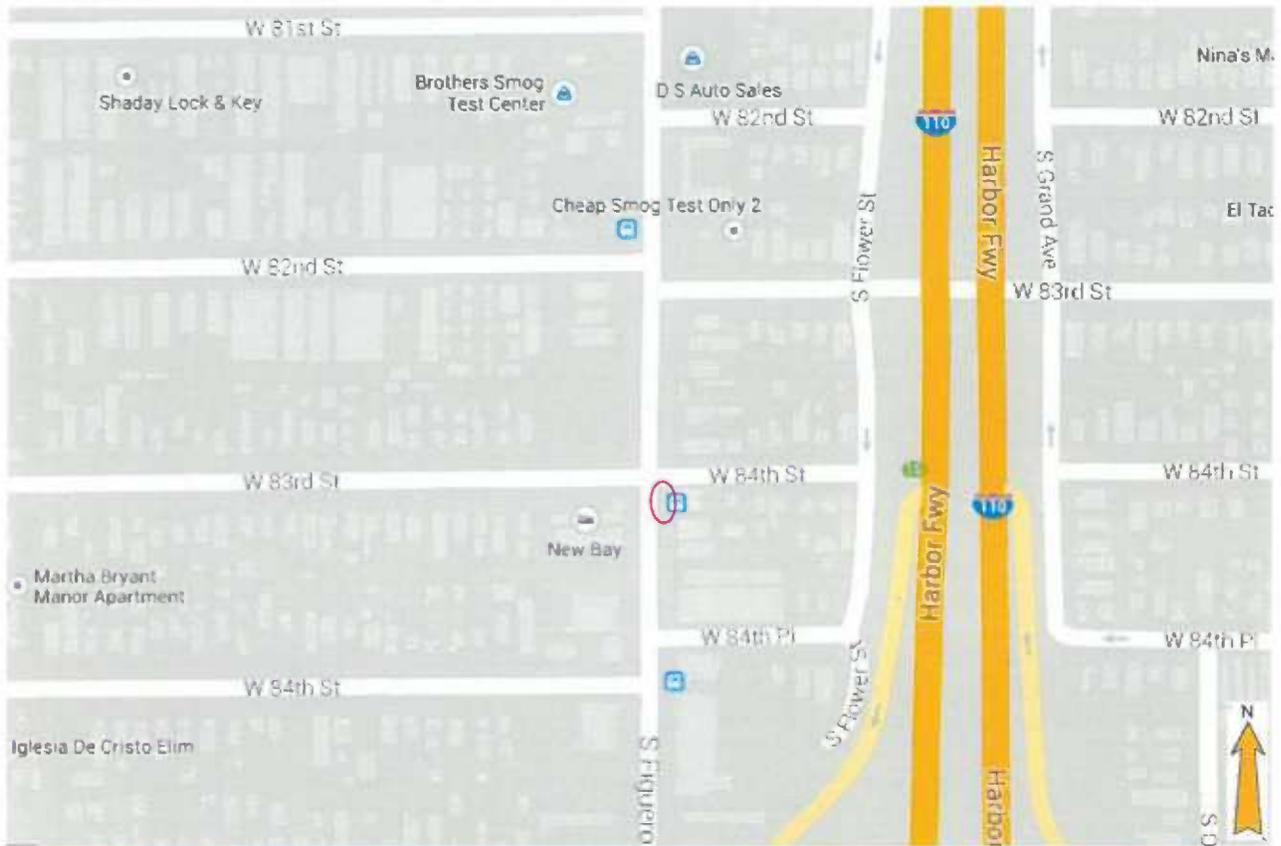




2.2 77TH14 – BSL Pole

No.	Name	Description	Location Designation	Coordinates		Loc	Pole Height [ft]	No. Cam	No. Ant
77TH14	83rd/ Figueroa	BSL Street Light	Final	33° 57' 47.30" N	118° 16' 57.39" W	SE	25	1	1

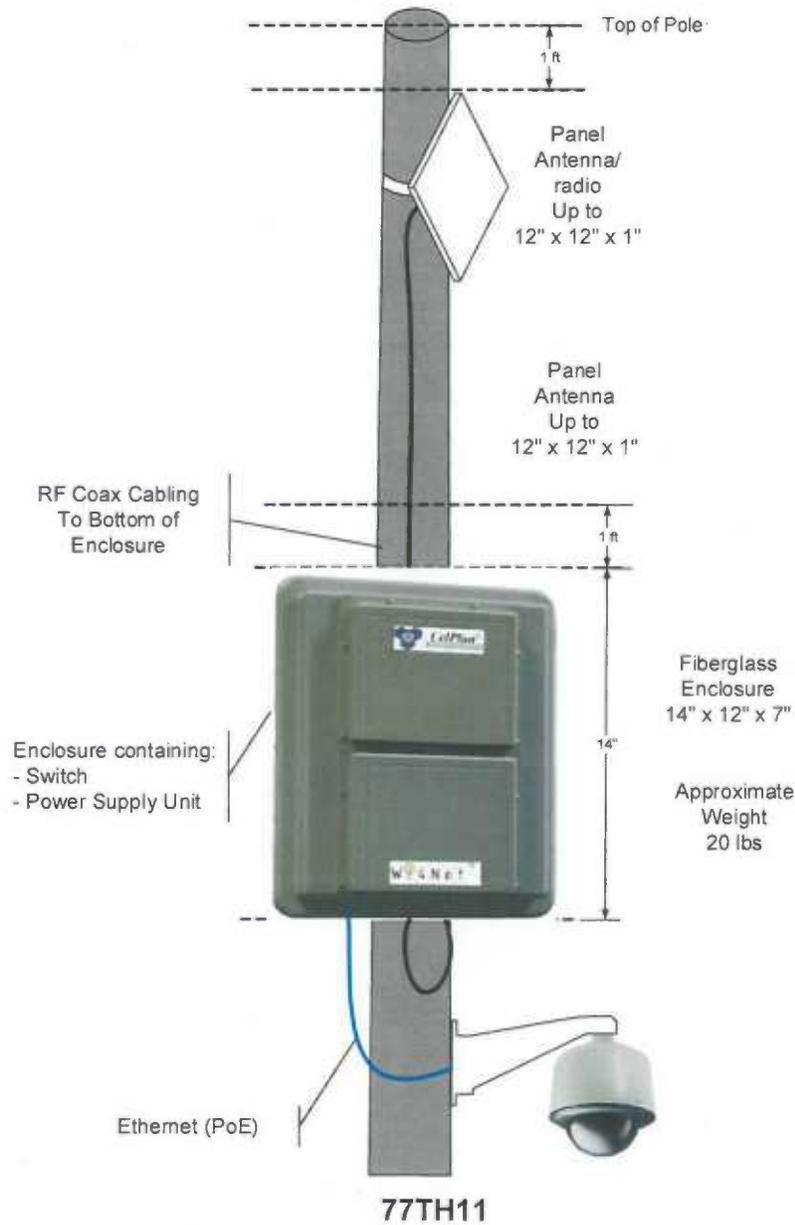




3 DOT LOCATIONS & CONFIGURATIONS

3.1 77TH11 – DOT Pole

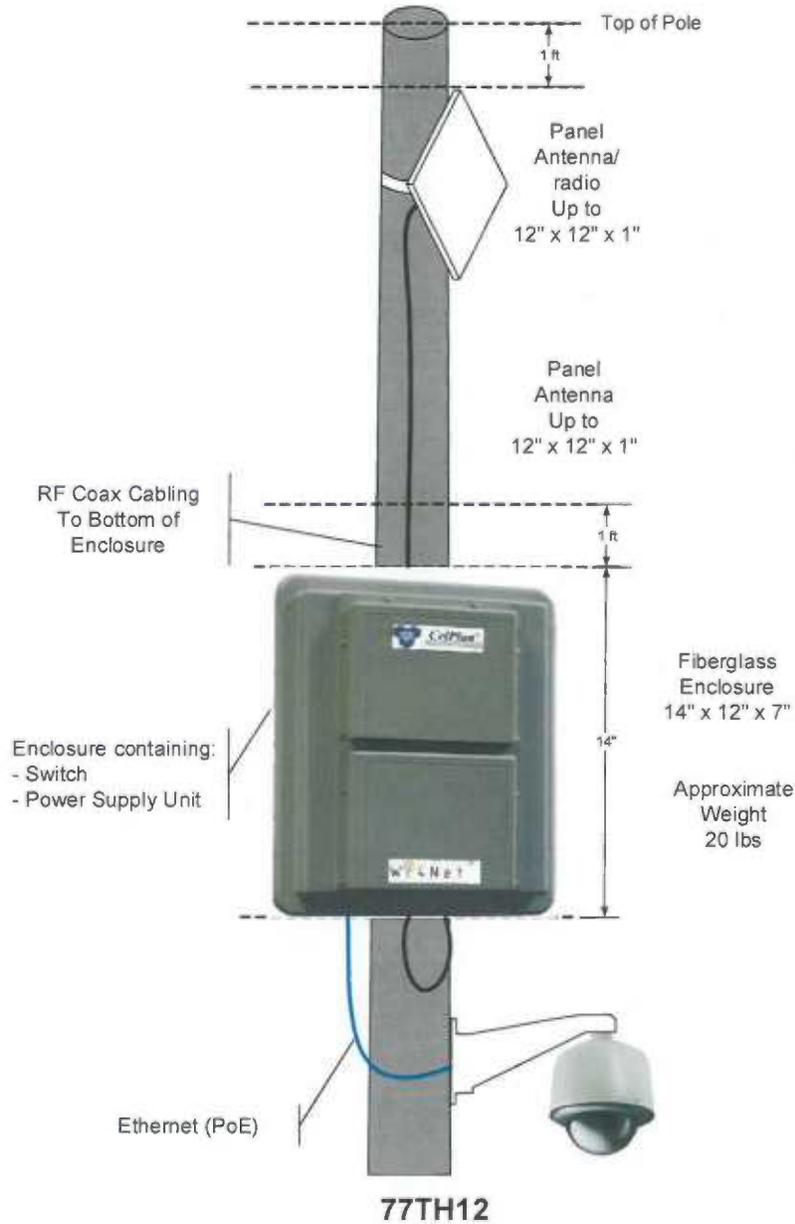
No.	Name	Description	Location Designation	Coordinates		Loc	Pole Height [ft]	No. Cam	No. Ant
77TH11	Florence/ Figueroa	DOT Street Light	Final	33° 58' 29.30" N	118° 16' 57.28" W	NE	25	1	1





3.2 77TH12 – DOT Pole

No.	Name	Description	Location Designation	Coordinates		Loc	Pole Height [ft]	No. Cam	No. Ant
77TH12	Florence/ Figueroa	DOT Street Light	Final	33° 58' 28.27" N	118° 16' 58.14" W	SW	25	1	1

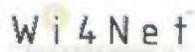




4 ROOFTOP LOCATIONS & CONFIGURATIONS

4.1 77TH10R – Rooftop

A new enclosure will be added on the Senior Center rooftop with radios on the east edge of the building roof, pointed towards both north and south directions.



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

FlexiVideo™ FV-2100 / FlexiRadio™ FR-2100



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

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

- Single, integrated enclosure solution
- Enclosures can be configured as standalone video recording unit, remotely connected video unit with or without local storage, an RF repeater, an RF mesh element, an RF aggregation point, etc.
- Supports multiple cameras (combination of PTZ or fixed; analog or IP)
- Integration of advanced camera solutions, such as megapixel, thermal, low-light or ALPR
- Optional embedded H.264 encoding to support legacy cameras
- Optional local storage capacity of 1 TB to 4TB (RAID1 configuration available)
- Up to four radios configurable for 4.9 and 5 GHz, with MIMO support (various options available)
- Power backup (UPS) functionality for up to 60 minutes (depending on configuration and conditions)
- Optional strobe light
- Up to two external Ethernet ports
- Up to eight external RF antenna connection ports
- One AC connection port
- Up to two video signal ports
- Up to two video control ports
- Temperature controlled enclosure, available with brackets for pole and wall assembly
- Enclosure nominal size is: 14" x 12" x 7"
- External enclosure dimensions are: 15.477" x 13.475" x 8.687"
- Enclosure weight: Approx. 20 lbs. (basic configuration)

Unique solution approach, integrating wireless, digital video, centralized monitoring and storage

Wi4Net™
Division of Ceipian Technologies, Inc.



FV-2100 System Configurations



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

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

Specifications are subject to change without notice.



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Reston, VA 20191 | USA | www.Wi4Net.com | 703 259-4020

Wi4NetTM
Division of CellPlan Technologies, Inc.

APPENDIX B: SOW AND COST OVERVIEW

The following pricing summary is provided:

	<i>Unit Price</i>	<i>Extended</i>
<ul style="list-style-type: none"> • Components, Hardware & Software: ○ 4x FV-2100 Pole Camera Units ○ 1x FR-2100 Repeater Unit ○ 8x Additional 4.9GHz / 5.xGHz radio ○ 4x Axis P5534-E PTZ camera with pole bracket ○ 4x Genetec Camera Licenses ○ 1x Genetec General Upgrade Fee 		\$36,349.98
<ul style="list-style-type: none"> • Services: ○ Site survey ○ Design (including updated system block diagram) ○ Cameras and wireless installation, configuration and commissioning ○ Management system installation, configuration and commissioning ○ Project management ○ Refresh training (new users) 		\$33,280.00
<ul style="list-style-type: none"> • Maintenance Year 1 & 2: 		\$7,995.00
<ul style="list-style-type: none"> • Taxes (9.00%): 		\$3,271.50
<ul style="list-style-type: none"> • <u>Total:</u> 		\$80,896.48

Assumptions, Notes, Terms and Conditions:

The offer is based on the following assumptions, notes, terms and conditions:

- *Standard LAPD / CelPlan payment terms apply (including payment terms 30-day net).*
- *Proposal validity 30 days.*
- *Power (110Vac) provided at pole by Customer.*
- *Offer includes taxes based on current rate.*
- *All pricing includes a one-time, special 20% project-discount, besides special project discount provided additionally.*
- *Services, maintenance and software charges are based on items provided as part of the baseline proposal. Charges may need to be adjusted based on selected options, if applicable.*
- *Statement of work and assumptions as stated throughout this proposal are applicable to this offer; any changes to the assumptions may impact the offer accordingly.*
- *CelPlan will not take any responsibility for damage due to misuse, mishandling, accidents, purposely inflicted damage, vandalism, natural disaster, etc., from time of delivery to Customer site, regardless of system acceptance. The Customer will be responsible for cost or provisioning of appropriate insurance or repair/replacement costs. We will charge the Customer for the repair and/or replacement components, and associated services.*

EXHIBIT D

**DELIVERABLES AND PAYMENT SCHEDULE FOR NORMAN
HOUSTON PARK**

Deliverable and Payment Schedule - Southwest Area Station - Norman Houston Park Expansion

No.	Deliverable Item	Payment Event	Quantity	Unitary Payment	Extended Payment	10% Withhold (on Services only)	Tax Rate	Taxes
1	WiFiNet FV-2100/FR-2100 Components - 1x Wireless Camera System - 1x Axis P5635-E PTZ - 1x Equipment Enclosure (with environmental control, switch, power supplies, etc.) - 1x Pole mount system, cable kit, mount bracket - 1x Radio Unit with Antenna - 1x Add-on Camera Units - 1x Axis P5635-E PTZ - 1x Axis 1425-E fixed camera	Shipment	1	\$7,705.77	\$7,705.77	N/A	9.00%	\$693.52
2	Management System Upgrades - Genelec Existing System Upgrade Fee - 1x Camera Connection Licenses (for new cameras) - 1x Expansion Storage (3x4TB)	Shipment	1	\$3,563.94	\$3,563.94	N/A	9.00%	\$320.75
3	Services - Site Survey, Design and Design Documents - Camera 1 Device Installation - Camera 2 Device Installation - Camera 3 Device Installation - System Commissioning - Acceptance Testing, Documentation and Drawings - Maintenance (2-Year Program)	License Key issued	1	\$2,849.58	\$2,849.58	N/A	9.00%	\$256.46
4		License Key issued	3	\$248.50	\$745.50	N/A	9.00%	\$67.10
5		Shipment	1	\$11,782.40	\$11,782.40	N/A	9.00%	\$1,060.42
6	Services - Site Survey, Design and Design Documents - Camera 1 Device Installation - Camera 2 Device Installation - Camera 3 Device Installation - System Commissioning - Acceptance Testing, Documentation and Drawings - Maintenance (2-Year Program)	Completion	1 lot	N/A	\$3,786.67	\$378.67	N/A	N/A
7		Physical Installation Complete	1 lot	N/A	\$3,786.67	\$378.67	N/A	N/A
8		Physical Installation Complete	1 lot	N/A	\$3,786.67	\$378.67	N/A	N/A
9		Physical Installation Complete	1 lot	N/A	\$3,786.67	\$378.67	N/A	N/A
10	Services - System Commissioning - Acceptance Testing, Documentation and Drawings - Maintenance (2-Year Program)	System Operational	1 lot	N/A	\$3,786.67	\$378.67	N/A	N/A
11		Completion	1 lot	N/A	\$3,786.67	\$378.67	N/A	N/A
12	Maintenance (2-Year Program) - System Acceptance	System Acceptance	1 lot	N/A	\$9,014.45	N/A	N/A	N/A
Total					\$58,381.64	\$2,272.00		\$2,398.25

Project Total Amount \$60,779.89

EXHIBIT E

**DELIVERABLES AND PAYMENT SCHEDULE FOR FIGUEROA
CORRIDOR**

Deliverable and Payment Schedule - 77th Area Station - Figueroa Expansion

No.	Deliverable Item	Payment Event	Quantity	Unitary Payment	Extended Payment	10% Withhold (on Services only)	Tax Rate	Taxes
1	WiFiNet FV-2100/FR-2100 Components - 1x Camera System - 1x Axis P5534-E PTZ - 1x Pole mount system	Shipment	4	\$3,598.80	\$14,395.20	N/A	9.00%	\$1,295.57
2	- 1x Equipment Enclosure - 1x Equipment Enclosure (with environmental control, switch, power supplies, etc.) - 1x Mount / cable kit	Shipment	5	\$1,995.00	\$9,975.00	N/A	9.00%	\$897.75
3	- 1x Radio Unit with Antenna	Shipment	8	\$1,203.00	\$9,624.00	N/A	9.00%	\$866.16
4	Genetec VMS Upgrades - Genetec Existing System Upgrade Fee	License Key Issued	1	\$1,361.78	\$1,361.78	N/A	9.00%	\$122.56
5	- 1x Camera Connection Licenses (for new cameras)	License Key Issued	4	\$248.50	\$994.00	N/A	9.00%	\$89.46
6	Services - Site Survey, Design and Design Documents	Completion	1 lot	N/A	\$4,160.00	\$416.00	N/A	N/A
7	- Repeater Site Device Installation	Physical Installation Complete	1 lot	N/A	\$4,160.00	\$416.00	N/A	N/A
8	- Camera 1 Device Installation	Physical Installation Complete	1 lot	N/A	\$4,160.00	\$416.00	N/A	N/A
9	- Camera 2 Device Installation	Physical Installation Complete	1 lot	N/A	\$4,160.00	\$416.00	N/A	N/A
10	- Camera 3 Device Installation	Physical Installation Complete	1 lot	N/A	\$4,160.00	\$416.00	N/A	N/A
11	- Camera 4 Device Installation	Physical Installation Complete	1 lot	N/A	\$4,160.00	\$416.00	N/A	N/A
12	- System Commissioning	System Operational	1 lot	N/A	\$4,160.00	\$416.00	N/A	N/A
13	- Acceptance Testing, Documentation and Drawings	Completion	1 lot	N/A	\$4,160.00	\$416.00	N/A	N/A
14	Maintenance (2-Year Program)	System Acceptance	1 lot	N/A	\$7,995.00	N/A	N/A	N/A
	Total				\$77,624.98	\$3,328.00		\$3,271.50

Project Total Amount \$80,896.48

EXHIBIT F

CONTRACTOR'S KEY PERSONNEL

CONTRACTOR'S KEY PERSONNEL

General Program Manager:

Jasper Bruinzeel
(760) 274-4214 (cell)
jasper@celplan.com

Technical Program Manager:

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

Executive Manager:

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

EXHIBIT G

PROJECT CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

CelPlan Technologies, Inc.

Date:

Agreement Signature:

Name:

Company:

Los Angeles Police Department

Date:

EXHIBIT D



STOP LAPD SPYING COALITION

October 1, 2021

SENT VIA EMAIL: RAP.PublicInfo@lacity.org

Re: Recreation and Parks records concerning locations of new surveillance cameras in Echo Park Lake

This is a request to the Los Angeles Department of Recreation and Parks made pursuant to the California Public Records Act (PRA).

LAPD's "Echo Park Rehabilitation After-Action Report" released in August 2021 states that 33 new "security cameras" were installed in Echo Park after the park was closed in March 2021. The report states that installation of these cameras cost \$200,000 and these "reported costs are estimated figures provided by CD 13 and RAP." Councilman Mitch O'Farrell also stated that these new cameras "will definitely be monitored by Recreation and Parks." In August 2021, the Stop LAPD Spying Coalition submitted a PRA request seeking records reflecting the locations of these 33 cameras to the office of Councilman O'Farrell, which responded that "our office suggests that you contact the Los Angeles Police Department and/or the Department of Recreation and Parks." We have filed a similar request with LAPD as well.

Please share all of your agency's records reflecting the locations of these 33 cameras. This would include any work orders, work plans, maps, memoranda, reports, evaluations, letters, correspondence, emails, charts, meeting agendas and minutes, diagrams, contracts, photographs, or any other documents indicating where the cameras were installed. If the requested records are stored in electronic format, please produce them in electronic format.

Please provide all records electronically in original format to Stop LAPD Spying Coalition at stoplapdspying@gmail.com. If this is not possible, please notify me prior to mailing the records to this address: Stop LAPD Spying Coalition 838 E 6th St, Los Angeles, CA 90021.

Please contact me if you have any questions about my request. I look forward to receiving your response within 10 calendar days, as required by the statute.

Hamid Khan

EXHIBIT E

From: Jimmy Newsom <jimmy.newsom@lacity.org>
Sent: Friday, May 7, 2021 6:48 AM
To: Robert Solorio <36103@lapd.online>
Cc: Cathie Santo Domingo <cathie.santodomingo@lacity.org>
Subject: Fwd: Echo Park CCTV Site Plan and Details

ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning Sir. Per our discussion, attached is our proposal camera layout for Echo Park (lake and Recreation Center). Please advise on any coverage issues you may have. Please note that we are limited to camera installations [REDACTED].

Please advise as soon as you can.

----- Forwarded message -----

From: <john@conner3.com>
Date: Thu, May 6, 2021 at 3:18 PM
Subject: Echo Park CCTV Site Plan and Details
To: Jimmy Newsom <jimmy.newsom@lacity.org>

Good Afternoon Jimmy,

Attached are the drawings associated with our CCTV System design for Echo Park.

I'll be working on the Material List and Budget tomorrow. If you see anything missing or require any changes in the drawings, please let me know.

This thing is approaching the size of the Whitsett Soccer Fields project.

Best Regards,



- John Conner
- V.P., Conner Communications Corporation, State Lic. # 986306
- p: 310-756-6610 m: 310-968-8378 a: 1520 W. 178th Street Gardena, CA 90248
- s: www.conner3.com e: john@conner3.com

EXHIBIT F

CPRA #1013 Echo Lake Cameras

Rap Commissioners <rap.commissioners@lacity.org>
To: StopLAPD Spying-Coalition <stoplapdspying@gmail.com>

Wed, Nov 17, 2021 at 11:03 AM

Good Morning,

This email is in response to your follow up. The records produced are the non-exempt records that are responsive to your request. As previously noted, each of the records redacted and withheld under 6254(k) and 6255 are protected official information, the disclosure of which would reveal particular areas of vulnerability to the City's security procedures. See *Olson v. City of Long Beach*, 2018 Cal. Super. LEXIS 2825 at *21-*22 (May 14, 2018); *People v. Walker*, 230 Cal.App.3d 230, 235 (1991); *Times Mirror Co. v. Super. Ct.*, 53 Cal.3d 1325, 1346 (1991). In addition, while not previously noted, the same records are also exempt under 6254(f) on the ground that the records consist of or contain "security procedures" used by the department for law enforcement purposes. See 79 Cal. Op. Att'y Gen. 206 (1996); *N. Cal. Police Practices Project v. Craig*, 90 Cal.App.3d 116, 122 (1979); *Olson v. City of Long Beach*, at *29. Separately, your request for a description of the withheld records is akin to a request for a privilege log, which is not a requirement of the CPRA. See *Haynie v. Superior Court* (2001) 26 Cal.4th 1061, 1074-1075.

On Mon, Nov 15, 2021 at 7:50 PM StopLAPD Spying-Coalition <stoplapdspying@gmail.com> wrote:

Thank you for your message. The record you attached is a single email referencing an attachment but without the attachment enclosed. Could you please answer the following questions about the Public Records Act exemptions you are invoking?

- 1. Is this email the sole record that your agency has identified that is responsive to our request?** Again, this was the language of our request: "Please share all of your agency's records reflecting the locations of these 33 cameras. This would include any work orders, work plans, maps, memoranda, reports, evaluations, letters, correspondence, emails, charts, meeting agendas and minutes, diagrams, contracts, photographs, or any other documents indicating where the cameras were installed. If the requested records are stored in electronic format, please produce them in electronic format."
- 2. If your agency's position is that the attachment to the email is exempt from PRA disclosure, what is the precise legal basis and justification for that withholding or redaction?** Your email referenced two separate and broad provisions of the PRA without legal arguments, explanation, or authorities.
- 3. If your agency is withholding any records separate from that attachment, what is the nature of the document and the precisely legal basis and justification for that withholding or redaction?** Again, your cover email did not describe what, if any documents, were being withheld, and it referenced two separate provisions of the PRA without legal arguments, explanation, or authorities.

Please provide answers to these questions by **Monday, November 22**, so that we can consider our legal options with regards to the PRA exemptions you are invoking. Our position is that records reflecting a proposal for a camera layout (or records reflecting any kind of final layout camera layout) are not exempt from the PRA, and there is extremely significant public interest in these records.

Thank you,

Stop LAPD Spying Coalition
www.stoplapdspying.org
(424) 209-7450

On Mon, Nov 15, 2021 at 1:27 PM Rap Commissioners <rap.commissioners@lacity.org> wrote:
Good Afternoon,

Your request was made under the California Public Records Act (the Act). We are providing you by way of this email the records you requested that are not exempt from disclosure under the Act. However, please be advised that some of these records have been redacted in accordance with the California Government Code Sections 6254(k) (exempting from disclosure certain official information acquired in confidence) and 6255 (exempting records from disclosure when the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record). Further, other records are being withheld from release because those records are exempt from disclosure pursuant to the same California Government Code Sections cited above."

On Wed, Oct 27, 2021 at 3:08 PM Rap Commissioners <rap.commissioners@lacity.org> wrote:

Good Afternoon,

I apologize for the delayed response, but please be advised that the Department finds that your request will take us additional time to provide responsive documents.

The Department hereby needs a 14 day extension, to November 1, in the research concerning your request.

If you have any further questions please respond to this email. We greatly appreciate your courtesy and patience in this matter.

Thank you.

----- Forwarded message -----

From: **Recreation and Parks Public Information** <RAP.PublicInfo@lacity.org>
Date: Mon, Oct 4, 2021 at 8:59 AM
Subject: Fwd: PRA Request to Recreation and Parks
To: Rap Commissioners <rap.commissioners@lacity.org>

----- Forwarded message -----

From: **StopLAPD Spying-Coalition** <stoplapdspying@gmail.com>
Date: Fri, Oct 1, 2021 at 5:23 PM
Subject: PRA Request to Recreation and Parks
To: <RAP.PublicInfo@lacity.org>

Please find attached a California Public Records Act request to the L.A. Department of Recreation and Parks. Please confirm receipt of this request.

Thank you,

Hamid Khan

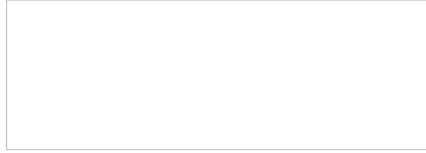
Stop LAPD Spying Coalition
www.stoplapdspying.org
(424) 209-7450

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City of Los Angeles
Department of Recreation and Parks
Public Information Office
Email: rap.publicinfo@lacity.org

Phone: 213-202-2700
Website: www.laparks.org

Follow us on social media for everything Recreation and Parks related!



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City of Los Angeles
Office of the Board of Recreation and Park Commissioners
Figueroa Plaza
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

Telephone: (213) 202-2640
Fax: (213) 202-2610
Mail Stop: 625/15
Website: www.laparks.org

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EXHIBIT G

APPROVED

DEC 14 2017

BOARD REPORT

BOARD OF RECREATION AND PARK COMMISSIONERS

NO. 17-253

DATE December 13, 2017

C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK – SECURITY CAMERAS (PRJ21164) PROJECT; ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(4) OF THE CITY CEQA GUIDELINES (INSTALLATION OF NEW SAFETY EQUIPMENT INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE)

AP Diaz	_____	V. Israel	_____
<i>for</i> *R. Barajas	<u>USD</u>	S. Piña-Cortez	_____
H. Fujita	_____	N. Williams	_____

Rama Barajas for

General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the scope of Echo Park – Security Cameras (PRJ21164) Project, as described in the Summary of this Report;
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer \$275,000.00 in Quimby Fees from Quimby Fee Account No. 89460K-00 to Echo Park Account No. 89460K-EC;
3. Approve the allocation of \$275,000.00 in Quimby Fees from Echo Park Account No. 89460K-EC for the Echo Park – Security Cameras (PRJ21164) Project;
4. Find that the proposed Project is categorically exempt from California Environmental Quality Act (CEQA) and instruct RAP staff to file a Notice of Exemption with the Los Angeles County Clerk;
5. Authorize the RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption; and,
6. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

BOARD REPORT

PG. 2 NO. 17-253

SUMMARY

Echo Park is located at 751 North Echo Park Boulevard in the Echo Park area of the City. This 28.14 acre park provides a lake and boathouse, recreation center, children's play areas, tennis courts, swimming pool, and a walking path. Echo Park is City of Los Angeles Historic Cultural Monument No. 836. Approximately 18,431 residents live within a one-half (1/2) mile walking distance from Echo Park. Due to the facilities, features, programs, and services it provides, Echo Park and Recreation Center meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

PROJECT SCOPE

The Echo Park – Security Cameras (PRJ21164) Project will provide a Closed Circuit TV (CCTV) surveillance system to observe and record activity occurring within the coverage patterns of the cameras in the tennis courts and ball fields of Echo Park, located on the intersection of Glendale Boulevard and West Temple Street as shown in Attachment A. A total of nine (9) dome type cameras will be installed on the lighting poles and will communicate with the Network Video Recorder (NVR) via wireless bridges. The Access Point (AP) receiving antenna will also be installed on the light pole nearest the NVR cabinet and will be wired.

PROJECT FUNDING

Upon approval of this Report, \$275,000.00 in Quimby Fees will be transferred from the Quimby Account No. 89460K-00 to Echo Park Account No. 89460K-EC and will be allocated to the Echo Park – Security Cameras (PRJ21164) Project.

The total funding available for the Echo Park – Security Camera (PRJ21164) Project would be \$275,000.00.

These Quimby Fees were collected within five (5) miles of Echo Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-EC	\$275,000.00	100%
Total		\$275,000.00	100%

PROJECT CONSTRUCTION

RAP Staff has determined that sufficient funding has been identified for the construction of Echo Park – Security Cameras (PRJ21164) Project.

Construction of the Echo Park – Security Cameras (PRJ21164) Project is estimated to begin in December 2017.

BOARD REPORT

PG. 3 NO. 17-253

TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Echo Park.

ENVIRONMENTAL IMPACT STATEMENT

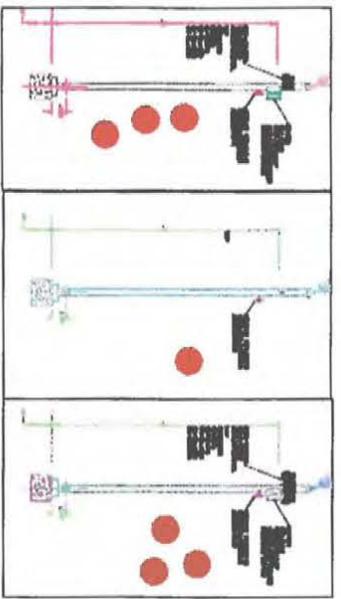
The proposed Project consists of the installation of new equipment with negligible or no expansion of use, required for safety and public convenience. Therefore RAP staff recommends that the Board determine that the Project is exempt from the provision of California Environmental Quality Act (CEQA) pursuant Article III, Section 1, Class 3(4) of the City's CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT

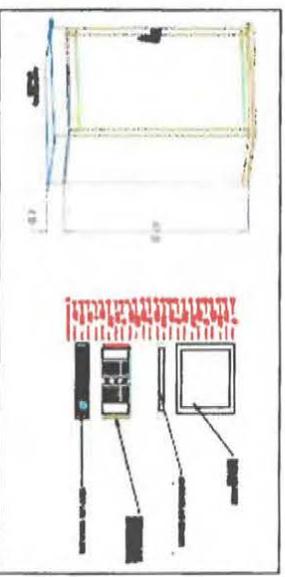
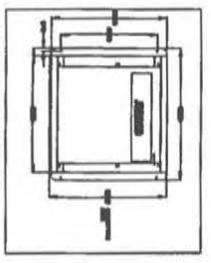
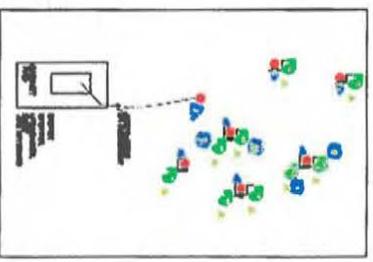
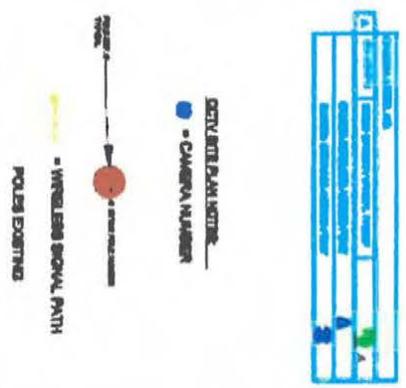
The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the Echo Park – Security Cameras (PRJ21164) Project is anticipated to be funded by Quimby Fees or funding sources other than the RAP's General fund.

This Report was prepared by Wendy Cervantes, Management Assistant, Planning, Maintenance and Construction Branch.



CAMERA MOUNTING DETAILS



PROJECT NAME:
 ECHO PARK TENNIS COURTS
 501 GLENDALE BLVD
 LOS ANGELES, CA 90026

SHEET TITLE:
 CAMERA SYSTEM LAYOUT