County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

February 3, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ACCEPTANCE OF A NON-MONETARY DONATION OF $216,000 FROM UNISYS CORPORATION AND APPROVAL OF AGREEMENT FOR VIDEO SURVEILLANCE SERVICE BETWEEN UNISYS CORPORATION AND THE COUNTY OF LOS ANGELES (FIRST AND SECOND DISTRICTS) (3 VOTES)

SUBJECT

Acceptance of a non-monetary donation to expand existing video surveillance technology to be used in the Century Sheriff's Station's dispatch center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept a non-monetary donation totaling $216,000 from Unisys Corporation (Unisys) for the purpose of expanding video surveillance technology at the Los Angeles County Sheriff's Department's (Department) Century Sheriff's Station.

2. Approve and instruct the Chairman of the Board to execute the attached Agreement for video surveillance service between Unisys and the County of Los Angeles (County), effective upon execution and extending through final acceptance of the augmented video surveillance system by the County. There is no cost to the County under the Agreement.

3. Delegate authority to execute amendments to the Agreement for video surveillance service, as may be necessary, including the addition of maintenance services, provided sufficient funding is available and County Counsel approval is obtained.

4. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Unisys for their generous non-monetary gift of $216,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department is expanding the use of advanced video surveillance and acoustic gunshot detection technologies in patrol. In July 2007, the Board funded the creation of the Department's Advanced Surveillance and Protection (ASAP) Unit. Since its inception, the ASAP Unit has assisted with successful deployment of advanced technologies in patrol. This non-monetary donation expands the use of video surveillance equipment, supported by a secured wireless infrastructure, streaming into a state-of-the-art dispatch command center at Century Sheriff's Station. The equipment will specifically be deployed in the Florence and Firestone area, covering the First and Second Supervisorial Districts.

Combined with the existing acoustic gunshot detection system (Shotspotter), and radio cars equipped with Automatic License Plate Recognition (ALPR), this non-monetary donation equips the Department to expand the use of video surveillance in the unincorporated areas, at no cost to the County.

Implementation of Strategic Plan Goals

Acceptance of this gift promotes the County's Strategic Plan, Goal 1, Service Excellence, as this donation will further demonstrate the value of a public/private partnership that improves County services to the citizens of Los Angeles County. This donation also promotes Goal 4, Fiscal Responsibility, by saving the County the materials cost for deploying such a system at Century Sheriff's Station.

FISCAL IMPACT/FINANCING

No financing is required unless the Department validates its effectiveness and approves costs associated with annual maintenance. The industry standard for annual maintenance of this type of system is approximately $32,400 or 15 percent, and will be absorbed by the Department through normal procedures.

Acceptance of this donation will have a positive impact to the County, as it will save the County costs for installing such a system, while determining its usefulness in the unincorporated areas. In May 2008, Century Sheriff's Station received non-monetary donations from a private foundation to equip the ASAP surveillance command center with an array of different surveillance products. This non-monetary donation from Unisys adds to the existing system, thereby abnegating real or perceived advantages to any particular vendor during the assessment (pilot) phase of deployment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

State law authorizes the acceptance of gifts for specific County purposes in Government Code Section 25355.

The Department seeks approval of the attached Agreement for Video Surveillance Service between Unisys and the County, which memorializes the donation and the obligations of the parties thereto. Unisys will provide, at no cost to the County, the equipment and services to provide additional video surveillance monitoring capabilities at the Century Sheriff's Station. Under the Agreement, Unisys will lead a team to deploy up to eight cameras at mutually agreed upon intersections in the unincorporated Firestone and Florence high crime areas of the County. Unisys will also provide a network to the existing video monitoring capability at the Century Sheriff's Station as an augmentation to the existing video surveillance system. The Department will provide personnel to assist Unisys in this project and will coordinate with other County departments regarding installation of the cameras.

Unisys is required under the Agreement to defend, indemnify, and hold harmless the County from third party claims against the County resulting from damages caused directly by Unisys' own negligence, reckless, or intentional misconduct. As for damage suffered directly by the County as a result of Unisys' failure to meet its obligations under the Agreement, Unisys shall only be liable to the County for up to $100,000.

The County is required under the Agreement to defend, indemnify, and hold harmless Unisys from third party claims against Unisys resulting from damages caused directly by County's own negligence, reckless, or intentional misconduct. The County shall also indemnify and hold Unisys harmless from claims or judgments against Unisys as a result of misinformation provided by County personnel assigned to assist Unisys in the project. This Board letter has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Approval of the recommended action will have no effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department services or projects during the performance of the recommended upgrade.

CONCLUSION

Upon the Board's approval, please return an adopted stamped copy of the letter to the Department. The Department's contact person for the requested Board action is Captain James J. Hellmold, Century Sheriff's Station, 11703 South Alameda, Lynwood, California, 90762.

Sincerely,

LEROY D. BACA
SHERIFF

UNISYS

Agreement
for
Video Surveillance Service

between

Unisys Corporation
and
County of Los Angeles

Agreement for Video Surveillance Service between Unisys Corporation and County of Los Angeles

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Attachments

Attachment 1: Existing Century Station VSS Specifications
Attachment 2: Designated Intersections and High Point for Camera Deployments

Agreement for Video Surveillance Service
between Unisys Corporation and County of Los Angeles

This Agreement and Attachments are made and entered into this 3RD day of FEB., 2008 by and between the Unisys Corporation, hereinafter referred to as Unisys, and County of Los Angeles, hereinafter referred to as County.

1 Project Overview

1.1 Project Summary

This Agreement will provide the County, by and through the Los Angeles County Sheriff's Department (LASD), with donated, no cost services and equipment required to install video surveillance cameras at specified street intersections as defined in Attachment 2 in accordance with all requirements and specifications provided in this Agreement. Such services collectively known as the Video Surveillance Service are intended to be used to augment LASD public safety, crime-fighting and homeland security strategies.

Unisys will lead a team to deploy up to eight (8) cameras at street intersections mutually agreed upon by Unisys and LASD and identified in Attachment 2 of this Agreement as well as network to the existing video monitoring capability at LASD Century Station as an augmentation to the Advanced Surveillance and Protection (ASAP) proof of concept deployment providing additional video surveillance monitoring capabilities into the unincorporated Firestone and Florence high crime areas within County. This Agreement outlines the approach for the Unisys Project Team (Project Team) to achieve the foregoing. It does not obligate County or LASD to engage in any future agreement or purchase order of any kind with Unisys.

It is Unisys's intent to provide County with expanded Video Surveillance Service, at no cost to County, consisting of the solution components, in accordance with the specifications and requirements provided in Section 2.2 of this Agreement.

Unisys shall turnover and transfer to County title and ownership to all equipment identified in this Agreement.

1.2 Project Approach Summary

The Project approach consists of the following steps:

- Envisioning / Planning
- Site Surveys
- VSS Critical Design
- Procurement and Acquisition
- Staging & Deployment
- Operational Testing & Optimization
- Documentation Development & Delivery

2 Scope and Project Deliverables

2.1 Project Lifecycle and Term

The Project lifecycle and term of this Agreement includes a three phased schedule, approximately ninety (90) days in duration from the time of execution of the Agreement by the Board of Supervisors and extending through the completion of Phase 3, Installation and Turnover, by Unisys and final acceptance of the Project Deliverables and the augmented VSS by LASD, currently projected for April, 2009. The Project will be an integration project augmenting an existing LASD system, the Video Surveillance System (VSS), with expanded surveillance capabilities. LASD will identify and assign a designated LASD Project Manager and necessary staff members to work side-by-side with the Project Team to provide a full understanding of the existing capabilities and the impact of the additional capabilities upon current operations for the duration of the Project.

2.1.1 Phase 1 - Coordination & Planning

This phase will finalize the scope and objectives of the Project, gain mutual agreement between all parties on the tasks to be completed, and establish expectations going forward. The Project Team will meet with appropriate LASD personnel to finalize the Project specifications and complete a detailed Project Plan and the Unisys and LASD resources required to complete the Project. Phase 1 will accomplish the following primary tasks:

- Project Plan
- LASD – High Site Coordination (Century Station & South Gate)
- County Department of Public Works – Installation and Alignment Work Order
- Preliminary Design

2.1.2 Phase 2 - Procurement and Staging

Phase 2 of this Project will include executing site surveys and coordinating agreement on the final critical design. Procurement, staging and preliminary testing are also key elements in completing this phase of the Project. Phase 2 of this Project will accomplish the following tasks:

- Site Survey (Final)
- VSS Critical Design
- Procurement & Acquisition
- Staging
- Testing

2.1.2.1 Site Surveys

One of the first steps for this phase of the Project will be for the Project Team to complete the detailed site survey of the proposed installation locations and final coordination with County participants including LASD and Los Angeles County Department of Public Works (DPW). This will enable completion of a final Bill of Materials (BOM) for procurement which shall be incorporated herein by this reference, task list and assignment including coordination of installation resources and approach, power requirements, and installation equipment including but not limited to NEMA enclosures, cables and fasteners, and antennas.

DPW shall be included in any discussions regarding installation. This phase shall include the following:

- Final coordination and agreement from LASD for the selected camera locations
- LASD will assist Unisys in coordinating with DPW for the provisioning of power for cameras and radios within the designated poles at specific locations in the unincorporated County as well as camera installation and alignment support to the extent necessary for successful installation and deployment

2.1.2.2 VSS Critical Design

After agreement on the overall scope and expectations of this Project and completion of the site surveys, the Project Team will create a detailed architecture for the additional cameras to augment the current VSS and supporting infrastructure in coordination with LASD and DPW. This will include a BOM and specifications for each of the installation sites.

2.1.2.3 Procurement & Acquisition

After the VSS Critical Design phase and upon agreement of LASD, the Project Team will engage in activities to procure the components listed on the BOM and appropriate services required for delivery of the additional cameras. The Project schedule includes best estimate timelines for the acquisition of equipment necessary for the VSS augmentation. Unisys shall not be responsible for schedule delays caused by third party actions beyond its reasonable control, including delays in the acquisition of equipment.

2.1.2.4 Staging & Preliminary Testing

After agreement on the overall scope and expectations of this Project, completion of the site surveys, and as the equipment necessary for the VSS augmentation is procured, Unisys will stage the equipment and subsystems and perform preliminary performance testing in a local facility in order to confirm appropriate equipment and subsystem operation in an effort to reduce site deployment time.

2.1.3 Phase 3 – Installation and Turnover

Phase 3 of this Project incorporates the following tasks to facilitate the installation and turnover of the additional cameras at LASD Century Station.

- Installation – Cameras, Enclosures, and Communications
- Alignment – Cameras and Communications
- Integration – Integration to Existing LASD Century Station Monitoring and Management Center
- Test – Deployment and Operations
- Turnover and transfer of title and ownership of equipment to LASD

2.1.3.1 Installation & Alignment

Unisys will coordinate with DPW for the provisioning of power and to provide on-site support to the Project Team during installation and alignment of all equipment at the designated camera

sites. The Project Team will install and align all equipment at the designated camera sites. The Project Team will also work closely with LASD to integrate the new cameras into the video surveillance environment at the LASD Century Station. Designated LASD and DPW personnel will be required to work closely with the Project Team throughout this process as required to help ensure the successful completion. This phase shall include the following:

- Final agreement with LASD for the selected camera locations, high site & network configuration and critical design as required to support the final Project Plan and schedule.
- LASD will provide formal security for Project Team personnel during installation.
- LASD will assist Unisys in the coordination with DPW for the provisioning of power for cameras and radios within the designated poles at specific locations in the unincorporated County.
- The establishment of specific installation criteria by the project team.
- The Project Team installation, configuration, and setup of the appropriate cameras and networking equipment. This shall include physical installation of the cameras and associated equipment on the selected buildings, towers and/or poles.
- Video streaming from cameras to the video monitoring center (LASD Century Station).

2.1.3.2 Integration & Test

LASD will designate and dedicate personnel required to work closely with the Project Team throughout the integration and test process as required to help ensure the successful completion. This process shall include the following:

- Coordination and agreement from LASD for the alignment of the cameras for viewing the appropriate areas of interest.
- Analysis and evaluation of the installation results.
- Project Team performance tuning and optimization of the surveillance environment.

2.1.3.3 Handover and Document Delivery

Following Unisys operational verification, the additional cameras will be formally turned over to LASD and Unisys will have no further obligation to the County. During the course of this Project, the Project Team will produce technical documentation identifying the deployed infrastructure. These documents providing a description of the implementation, including any setup and configuration requirements, results, and recommendations will also be turned over to LASD.

2.2 Solution

The baseline solution will consist of the following elements and will integrate with existing Century Station VSS capabilities as stated in Attachment 1. Unisys will work reasonably with LASD to accommodate identified technology preferences and to establish interoperability with the existing LASD Century Station VSS to the extent that there is no additional financial investment, time labor or equipment required over and above that contemplated by Unisys in this agreement. Unisys reserves the right to change or modify the solution components as necessary.

Unisys shall only use the technologies identified in this Agreement by LASD to deliver the described solution. Unisys shall not conduct further research or make additional technology investments beyond those specifically identified in the BOM supporting this Agreement.

2.2.1 Cameras:

- Bosch analog consistent with existing architecture

2.2.2 Camera Enclosure

2.2.3 Networking:

- Wireless:
  - Point to Point Radios for South Gate high-site to LASD Century Station connectivity
  - Point-to-multipoint and/or mesh wireless connectivity camera location to South Gate high-site
  - Operating in the 4.9GHz Public Safety and/or unlicensed spectrum

2.3 Project Objectives

The objectives of this Project are listed as follows:

- Installation of up to eight (8) cameras and the associated hardware/software in the unincorporated areas of Firestone and Florence at the intersections identified in Attachment 2. Regardless of anything to the contrary in this Agreement, the final number of camera locations will be scaled to fit the initial Unisys financial investment, which shall not exceed $216,000, including all parts, equipment, Unisys labor at Unisys labor at standard billing rates, subcontractor labor and other services. Installation priority for the sites is set forth in Attachment 2 assuming final technical feasibility as determined in Unisys sole discretion.
- Provide video from the camera to the LASD Century Station location
- Provide access to manage and control the cameras from the existing LASD Century Station Monitoring Center
- Provide camera integration to the existing LASD VSS network
- Provide a network for video transport for up to eight (8) camera locations to the LASD Century Station
- Provide technical assistance to LASD for operational integration of the cameras and video feed to the existing video management system at the LASD Century Station.

3 Responsibilities

Unisys and LASD will be jointly responsible to assure that all required personnel, hardware, software, security personnel, data and information, facilities and documentation will be made available in a timely manner consistent with Project Plan and schedule in order to complete this Project in the proposed timeframe set forth in Section 2.1.

3.1 LASD Responsibilities

LASD will provide the Project Team with appropriate information that is current and accurate. This information is to include any files, data, and technical documents related to the systems and applications involved in the execution of the three phases outlined in this Agreement.

LASD will make available the appropriate security staff as may be necessary to fulfill the provision of services and as requested by Unisys. This shall include designating a LASD Project Manager to be the primary interface with the Project Team, and to coordinate all LASD activities and responsibilities.

LASD will work with Unisys and will be responsible for coordinating with DPW and any other appropriate agency or entity in securing any approval required to mount and operate (including installation support and provisioning of power) cameras, radios and antennas at designated street corners and high sites. Any agreement regarding installation and liability for equipment at non-County owned and/or non-County operated facilities shall be contingent upon LASD reaching a mutually agreeable agreement, including limitation of liability and indemnification provisions, with the owner of the non-County property. Unisys must also agree in writing to any liability and indemnifications applicable to their installation work. LASD shall be responsible for any costs associated with such agreements, including legal costs for the negotiation of such agreements, and shall execute such agreements. In the event that LASD is unable to reach agreement with the owner/manager of the non-County owned and/or non-County operated facility in a reasonable period of time to adhere to the Project schedule, the scope of the Agreement will be reduced or modified, as appropriate, to exclude such third party owned/operated sites. Additionally, any replacement sites that are not owned or operated by County will be subject to a similar requirement to reach agreement.

LASD will be responsible for coordinating with the applicable County departments and with the City of South Gate for the permission/approval and installation of radios and antennas at the LASD Century Station facility roof-top and the South Gate Water Tower high-site identified in Attachment 2.

LASD will be responsible for facilitating with applicable County agencies for installation of any necessary wires and cables required for this Project within the LASD Century Station facility.

LASD will prepare and make available adequate space, as required, with the appropriate environmental conditions (power, temperature, cabling/wiring access and ventilation) at the LASD Century Station necessary for integration to existing systems and monitoring capabilities.

LASD will provide any required license approvals, including FCC license approval or amendment to such license for the use of the 4.9GHz spectrum, designated for public safety use, for the agreed upon locations.

LASD will provide at least one (1) deputy for physical security purposes for each installation crew at all times during installation of deployed cameras.

LASD will meet all of their responsibilities so that the Project schedule is not delayed.

3.2 Project Team Responsibilities

The Project Team will endeavor to provide the services outlined in this Agreement in a timely manner, subject to the availability of qualified personnel and the difficulty and scope of the specified services.

The Project Team understands that the Unisys Project personnel will be critical to the success of the Project, and Unisys will make every reasonable effort to keep a consistent roster of the originally selected personnel assigned to the Project. However, if a change is unavoidable, Unisys will provide LASD with advance notice of any intended replacement of any essential person assigned to the Project, and such replacement will possess the requisite skill sets necessary to continue the Project.

In addition, the Project Team will be responsible for providing the following:

- Coordinating the kickoff meeting.
- Documentation describing the surveillance and network deployment for the in-scope surveillance cameras and associated backhaul network.
- Formal presentation of implementation results and recommendations.
- Coordination with LASD and DPW for provision, installation and configuration of all video equipment, as identified herein.

4 Project Deliverables

The Project will be deemed complete once the following criteria have been met and County has accepted the additional cameras pursuant to Section 6.1 of this Agreement:

- Installation and final deployment of up to eight (8) cameras and the associated network hardware/software specified in this Agreement to transport the video feed to the LASD Century Station facility and turnover to LASD
- Operational integration with existing VSS capabilities and systems at LASD Century Station

5 Assumptions and Exclusions

5.1 General Assumptions

Unisys will lead the Video Surveillance Service Project.

Access to any deployment specific documentation and specifications for the VSS augmentation is limited to Unisys, County, LASD, and/or its designated partners.

In the event of dispute or conflicts among any of the participating agencies and/or entities, LASD will provide assistance in resolving such conflicts, and the parties agree to attempt to resolve any disputes between or among themselves informally.

LASD will provide Unisys, and will use commercially reasonable practices to ensure that other County departments and municipal partners provide Unisys and its partners, resources and all necessary assistance and cooperation, as described in Section 3.1, to enable Unisys to perform the services under this Agreement.

Unisys will not be required to be on site full-time to perform the services described in this Agreement. Unisys may perform these services on and off of LASD's premises as determined by Unisys. LASD will assist Unisys in setting up the required permissions and connections for temporary and monitored remote access.

LASD will be responsible for providing, and for ensuring, that Unisys will have access to the LASD Century Station VSS as reasonably necessary to support the performance of the services throughout this Project. Further, LASD will provide Unisys with timely notice if configuration and/or password changes are made to the Century Station VSS during this Project and of changes to the VSS that affect Unisys' ability to deliver the Video Surveillance Service.

Unisys will not provide any telecommunication services as part of this Project.

Any assumption or exclusion identified by Unisys within this Agreement that proves inaccurate may result in an impact to the Project schedule, period of performance, and/or final number of cameras deployed. Unisys will advise LASD of any impacts in writing promptly after Unisys becomes aware of such impacts.

The Project will be conducted with the assistance and cooperation of LASD personnel, as described in Section 3.1, and all LASD associated partners or providers, as necessary to complete the services described in this Agreement.

In the event LASD is unable to obtain necessary agreements, permission, or cooperation with any other necessary party, such as other County departments, the parties to this Agreement shall reach mutual agreement upon alternative actions that are necessary to effectuate the Project.

There are: (i) no Labor Union restrictions or requirements and (ii) no bio-hazards or environmental hazards. LASD will identify, in writing, to Unisys any unusual working or installation requirements known to it that would impact the scope of services described in this Agreement.

LASD shall provide Unisys and Unisys subcontractors with all required permits, licenses and any permissions necessary to conduct this Agreement in the time allotted, including the right to install the equipment in the designated locations (including placement on utility poles, private buildings or elsewhere).

Unisys and its subcontractors are not responsible for and are not providing actual monitoring of the images received for content. Unisys shall not be liable for notification or the lack thereof resulting from any activity that occurs within the field of view of the surveillance equipment.

Any and all artifacts created by Unisys during this Project are confidential and for the sole use of

Unisys and its subcontractors for execution of this Project except as otherwise identified in this agreement. Access to these artifacts by LASD is at the sole discretion of Unisys and may not be disclosed or provided to anyone other than the intended recipient without the express written permission of Unisys. Artifacts as defined in this document refer to plans, drawings, and design documents not otherwise referred to in this document.

The County shall waive, or at their discretion reimburse, any permit or other fees that the County has control over concerning the activities associated with this Project. The County shall obtain all permits and licenses required for Unisys and any Unisys subcontractors in the time period required to keep the Project Plan on track.

LASD will provide Unisys, and will use its best efforts to ensure that the County and LASD contractors provide Unisys and Unisys subcontractors all necessary assistance and cooperation to enable Unisys to perform the services under this Agreement.

Unisys may use other subcontractors, as it deems appropriate, to complete the activities outlined in this Agreement.

LASD will assign a Point of Contact/Project Manager to interface with the Unisys Project Team Design/ Engineering staff and to provide all information, permits, permissions and licenses requested by Unisys to perform the Project.

Unisys will not modify, replace or provide any hardware or software unless specifically stated in this Agreement.

Unisys will not be responsible for any of the County's telecommunications circuit costs, Voice or Data needed to perform the Project, unless otherwise expressly stated in this Agreement.

If any item designated as the County's or LASD's responsibility in any section of this Agreement or the agreed project plan is not completed, provided or is delayed by the County or LASD and it adversely affects the schedule and hours required by Unisys to produce deliverables detailed in this Agreement, then Unisys will not be responsible for the delays or incomplete items. Engagement costs that are adversely affected by the failure of the County or LASD to meet these responsibilities may be addressed by Unisys by a reduction in the number of cameras deployed.

LASD will provide office space, phones, and e-mail, network connections, necessary network account authority and any services or spaces relevant for Unisys to complete its activities.

Any specific Federal, State or Local regulations level that may affect the delivery or cost of the described Agreement services that the County is aware of, such as fees, licenses, certifications and inspections, shall be revealed to Unisys by the County, in writing, prior to signing the order for the services described in this Agreement.

The County assumes responsibility for suitability and/or performance of any equipment or software provided by the County.

5.2 Unisys Standard Working Hours

The Project Schedule assumes that Unisys will provide services required under this Agreement within normal Unisys business hours (Monday through Friday, 8am - 5pm local, excluding

Unisys and LASD holidays).

5.3 Project Specific Exclusions and Assumptions

1. All of the Project Deliverables will be on a commercially reasonable basis, and Unisys shall not be liable for any delays to the Project.
2. Physically connected network will be out of scope for this Project.
3. The Project Team will be responsible for coordinating with LASD and DPW for the installation and configuration of equipment, as identified in Section 2.2 or via a fully executed Change Order or Amendment, in order to deliver the identified solution.
4. LASD shall be responsible for the procurement and installation of any equipment not specifically identified in Section 2.2 as in-scope.

5.4 County Procurement Protocols

It is the intention of LASD to evaluate the use of advanced surveillance and other technologies for law enforcement use. LASD agrees to accept the terms of the Agreement, at no cost to the County, with the understanding that this Project is being conducted with no pre-conceived expectation by Unisys, or any of the participating entities, that County or LASD will purchase in the future any of the products or services demonstrated in this Project, outside of the normal procurement protocols and policies established by the County.

5.5 Terms and Conditions

Unisys and its subcontractors shall not be held responsible for undertaking any law enforcement or criminal watch activity and shall have no liability for any activity that occurs within or outside the field of view of the surveillance equipment.

Any and all Project working documents created exclusively by Unisys, or its vendors and/or subcontractors, for this Project are confidential and shall be owned exclusively by Unisys, and such documents shall be for the sole use of Unisys and its vendors and/or subcontractors for execution of this Project and any other use Unisys sees fit, without limitation. Access to any of these documents by LASD is at the sole discretion of Unisys, and LASD shall protect this information as confidential and shall not disclose it or provide it to anyone other than the intended recipient without the express written permission of Unisys, unless required by law. In the event County is required to defend an action on a Public Records Act request or a subpoena for any of the aforementioned documents, information, books, and/or records, the Project Team agrees to cooperate with County, including providing all necessary documentation and testimony to demonstrate that such records are proprietary, trade secret and/or confidential, but solely to the extent required to comply with the California Public Records Act.

Unisys shall maintain the confidentiality of all County records and information that is clearly marked Confidential or Proprietary in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. Unisys shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without

limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from or connected with, or related to any failure Unisys, its officers, employees, agents, or subcontractors, to comply with this paragraph as determined by County in its sole discretion.

Unisys and County shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

All video and data generated via the cameras installed under this Project shall remain the exclusive property of County. Use of any data and/or video collected during this Project shall remain exclusively with LASD and may not be used or distributed by Unisys, and/or its subcontractors, without the written permission by LASD.

Unisys will defend, indemnify and hold harmless County from claims that any additional VSS equipment provided by Unisys under this Agreement infringes a United States patent or copyright or misappropriates a trade secret protected under United States law, provided County: (a) promptly gives Unisys written notice of the claim; (b) gives Unisys control and authority to defend and/or settle the claim; and, (c) gives Unisys its cooperation in defense of such claim. Unisys will pay the costs of the defense and any settlement or damage award for the claim(s). If a claim is made or Unisys believes a claim is likely to be made regarding a trademarked Unisys product, Unisys may, at its sole discretion, obtain the right(s) to allow LASD to continue to use the Product, or Unisys may replace or modify the Unisys Product. If Unisys determines that these choices are not available on reasonable terms, LASD will, upon Unisys request, stop using the Unisys Product and return it to Unisys. Unisys has no obligation under this paragraph for any claim from County for any claim based on: (a) LASD's design or modification of a Unisys Product; (b) LASD's use of a Unisys Product in combination with anything that Unisys did not provide to LASD; or, (c) a non-Unisys product alone. This paragraph states Unisys entire liability and County's sole and exclusive remedies for patent and copyright infringement or misappropriation and trade secret misappropriation.

To the best knowledge of County, County represents that it is not aware of any known bio-hazards or environmental hazards at any sites where Unisys will be performing services hereunder that would negatively impact this Project or cause harm to individuals, and that it is not aware of any Labor Union restrictions or requirements. LASD will ensure that it has identified in writing to Unisys any unusual working or installation requirements known to it that would impact Unisys's ability to perform any services described in this Agreement. County will hold harmless and indemnify Unisys for any claims made against Unisys in relation to the failure to notify Unisys of the hazards identified in this paragraph.

Unisys reserves the right to decline to perform work in any environment or at any site identified on Attachment 2 that Unisys reasonably determines to be unsafe or hazardous and reserves the right to disapprove selection of any site identified on Attachment 2 based on working environment or installation requirements that impact its costs.

Unisys may use and replace or remove any teammate or personnel assigned by Unisys to the Project as it deems appropriate, to complete the activities outlined in this Agreement, consistent with Section 3.2.

Any and all Project working documents created solely by LASD, or other County staff, shall be owned by County and be deemed confidential in nature if clearly marked as such unless otherwise noted. Such documentation clearly marked as confidential will not be disseminated without the express written permission of LASD due to security and privacy concerns. Unisys shall comply with the confidentiality requirements above.

Unisys shall repair, or cause to be repaired, at its own expense, any and all tangible property damage to County facilities, buildings, grounds, or property to the extent directly caused by Unisys or employees or agents of Unisys negligence. Such repairs shall be made immediately after Unisys has become aware of such damage, but in no event later than thirty (30) days after the occurrence unless the damage will take longer to repair, for which Unisys will notify County. If Unisys fails to make timely repairs within the time period specified by Unisys, County may make any necessary repairs. All actual costs incurred by County or LASD for such repairs shall be repaid by Unisys upon demand and satisfactory accounting for the reasonable costs of the repairs.

In the performance of this Agreement, Unisys shall comply with all applicable Federal, State, and local laws currently in effect.

5.6 Indemnification and Limitation of Liability

Unisys shall defend, indemnify, and save harmless County and LASD, and their officers, agents and employees (County Indemnitees) from third party claims asserted against County Indemnitee(s) for bodily injury or damage to real or tangible personal property to the extent caused directly by Unisys' own negligence or reckless or intentional misconduct or that of its personnel, subcontractors or agents in the performance of this Agreement provided the County Indemnitee gives Unisys prompt written notice of the claim, control, and authority to defend and/or settle the claim, and its cooperation and assistance in Unisys defense/settlement of the claim.

If Unisys does not meet its obligations under this Agreement, then, despite the basis on which County may be entitled to recover from Unisys, the parties agree that Unisys and its subcontractors and suppliers: (a) shall not be liable for any indirect, incidental, special, punitive, or consequential damages; and (b) shall only be liable for actual direct loss or damage, up to the greater of $100,000 or the charges paid for the Unisys Product or service that is the subject of LASD's claim during the twelve (12) month period immediately prior to such claim. The exclusion of certain damages and the limitation on actual direct damages in the preceding sentence shall not apply to amounts for which a party is indemnified under this Agreement, including the immediately preceding paragraph.

County shall defend, indemnify, and save harmless Unisys, and its officers, agents and employees (Unisys Indemnitees) from third party claims asserted against Unisys Indemnitee(s) for bodily injury or damage to real or tangible personal property to the extent caused directly by County's own negligence or reckless or intentional misconduct or that of its personnel, subcontractors or agents in the performance of this Agreement provided the Unisys Indemnitee

gives County prompt written notice of the claim, control, and authority to defend and/or settle the claim, and its cooperation and assistance in LASD defense/settlement of the claim.

County shall hold harmless and indemnify Unisys for any claims or judgments against Unisys, its personnel, subcontractors or agents as a result of misinformation provided by LASD personnel, partners, or providers assigned to assist Unisys in this Project.

5.7 Unisys Warranty

Unisys represents and warrants that (a) Unisys has the full power and authority to enter into this Agreement and all other rights granted by the Agreement to County; (b) no consent of any other person or entity is required by Unisys to enter into this Agreement other than consents that have been obtained and are in effect; (c) County is entitled to use the products described; (d) the Agreement and the product acquired herein are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Unisys's creditors; and (e) during the term, Unisys shall not subordinate the Agreement or any of its rights hereunder to any third party without prior written notice to County, and without providing in such subordination instrument for non-disturbance of County's use of the licensed product, and any part thereof, in accordance with the Agreement. Unisys makes no warranty about the effectiveness or capabilities of the VSS to impact crime, capture images of crimes or criminals, or to reduce crime in areas where the VSS is installed. Unisys makes no warranties and expressly disclaims all warranties of merchantability and fitness for a particular purpose.

5.8 Non-Exclusivity

This is a non-exclusive Agreement. Nothing herein is intended or shall be construed as creating any exclusive arrangement between Unisys and County. This Agreement shall not restrict County or LASD from acquiring similar, equal, or like goods and/or services from other entities and sources. County and LASD may contract with or otherwise deal with any other vendor or provider of surveillance or related technology. County and LASD may choose anyone or any entity for maintenance of the augmented VSS herein. Unisys will not be provided or receive special consideration or advantage for the award or procurement of a maintenance contract for the augmented VSS.

Future surveillance system projects may be developed or initiated by County and/or LASD. The donation of this VSS augmentation does not provide any obligation or advantage toward the award of these future projects to Unisys or its affiliates.

County, LASD, and its affiliates maintain certain processes, procedures, qualifications and criteria for the implementation and deployment of future projects. Unisys agrees to abide by County procurement policies and procedures and such terms and conditions set forth herein, and Unisys does not expect any special consideration due to this donation and Project implementation.

5.9 Maintenance

The above listed Project will not obligate Unisys to provide any subsequent maintenance for the augmented VSS after the augmented system has been installed and determined operational by Unisys. Unisys may provide maintenance and assistance upon their discretion if requested by

LASD upon execution of a separate agreement or change order to this Agreement.

Unisys understands and agrees that County and LASD may contract future maintenance for the donated VSS augmentation. Unisys understands and agrees the Unisys or its affiliates will not receive special consideration or advantage for the award or procurement of a maintenance contract for the donated VSS augmentation.

5.10 Independent Contractor
This Agreement is by and between Unisys and County and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between Unisys and County. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Unisys shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Unisys.

Unisys understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Unisys and not employees of County. Unisys shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Unisys pursuant to this Agreement.

5.11 Assignment and Delegation
Unisys shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

5.12 Amendments
All changes or modifications to this Agreement shall be in the form of a written Amendment or Change Order, fully executed by authorized personnel on behalf of Unisys and County.

5.13 Termination
Either party may terminate this Agreement with or without cause by giving not less than ten (10) days advance written notice to the other party. In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

5.14 Governing Law, Jurisdiction, and Venue
This Agreement shall be governed by, and construed in accordance with, the laws of California. Unisys agrees and consents to the exclusive jurisdiction of the court of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

6 Progress, Acceptance and Completion Criteria

6.1 General Acceptance and Completion Criteria

Acceptance of the Project Deliverables identified in Section 4 by LASD and confirmation by Unisys that the additional cameras are operational, constitutes completion of this Agreement. Acceptance by County and LASD shall be evidenced by the execution of a Certificate of Acceptance (CofA) indicating acceptance of the Project Deliverables and the successful completion of the Project. Regardless of this provision or any other provision in this Agreement to the contrary, Unisys shall have no further responsibility to the County and the Project shall be deemed complete when Unisys turns over the cameras to the County, regardless of whether the County has accepted any deliverables or executed the CofA based on the fact that Unisys is providing the equipment and services free of charge within the limitations of this Agreement.

7 Cost Estimate

The services described herein will be provided by Unisys at no cost to County. As set forth in Section 2.1, this Project will commence upon execution of the Agreement by the Board of Supervisors and shall extend through the completion of Phase 3, Installation and Turnover, by Unisys and final acceptance of the Project Deliverables by LASD or turnover of the cameras by Unisys to the County as provided in Section 6.1 above, currently projected for April, 2009. The actual start date for installation will be determined once the hardware procurement schedule has been finalized and the availability of LASD personnel confirmed.

*****

In witness whereof, Unisys has caused this Agreement to be duly executed by its authorized representative, and County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors, the day, month, and year first written above.

COUNTY OF LOS ANGELES:

Don Knabe
Chair, Board of Supervisors

UNISYS CORPORATION:

Signature
_Antoine Andraos_____
Printed Name
_Vice President and General Manager _
Title
_____12/29/2008_____
Date

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Michele Jackson
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51 FEB 03 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTACHMENT 1 – Existing Century Station VSS Specifications

1. Video Management System (VMS) & Digital Video Recorder – Indigo Vision
2. Camera – Bosch (Analog)
3. Video Encoder – Indigo Vision
4. Wireless Radios – Point-to-Multipoint and/or Mesh - Firetide

ATTACHMENT 2 – Designated Intersections and High Point for Camera Deployments

Intersections

The following intersections have been designated for potential camera deployments. The intersections are listed in the order of priority and deployment.

1. Florence Ave, Holmes Ave
    a. Southeast corner traffic light pole
2. Florence Ave/Hooper Ave
    a. Northwest corner traffic light pole
3. Compton Ave/Florence Ave
    a. Southeast corner traffic light pole
4. Alameda St/Firestone Blvd
    a. Southeast corner traffic light pole
5. Compton Ave/Nadeau St
    a. Northeast corner traffic light pole
6. Gage Ave/Holmes Ave
    a. Southwest corner. Northeast corner of building at location.
7. Compton Ave/Firestone Blvd
    a. Northeast corner traffic light pole
8. Florence Ave/Graham Ave
    a. Traffic light pole
9. 92nd St/Alameda St
    a. Northeast corner traffic light pole
10. Alameda St/Nadeau St
    b. Southeast corner traffic light pole
11. 76th St/Compton Ave
    c. Southwest corner traffic light pole
12. Crocket Blvd/Nadeau St
    d. Northeast corner traffic light pole
13. Gage Ave/Miramonte Blvd
    e. Northeast corner traffic light pole

High Point

A 130' water tower owned by the city of South Gate has been established as the high point for the wireless system. Electronic wireless equipment will be mounted on the tower. LASD will coordinate with Unisys and the city of South Gate for its use. The water tower is located on the southeast corner of Ardmore Ave/Santa Fe Ave, South Gate.

[NOTE- Confidentiality and the other provisions included in Attachment 3 are already covered elsewhere in the Agreement.]