

## ITEM 5.1

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM: RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35**

**RECOMMENDATION: Council to Receive Update on CIP GG 22-35 Camera Surveillance Systems for Major City Parks and Adopt Resolution Approving Professional Services Agreement with IXII Group, Inc. to Provide Consulting Services Related to Technology Platforms and Equipment Associated with Gathering Video Data at Various Locations within the City, CIP GG 22-35**

---

#### **SUMMARY:**

City Council approved Capital Improvement Project GG 22-35 Camera Surveillance Systems for Major City Parks and approved the Lathrop Police Department (LPD) Policy, Public Safety Video Surveillance System in regards to operations and maintenance of the City's camera system. At the December 13, 2021 Council Meeting, staff provided Council with the proposed camera locations and requested Council's input and direction. Council directed staff to finalize park camera locations and costs for the camera equipment and to bring back to Council for approval.

On August 19, 2022, staff met with IXII Group, Inc. to discuss the City's desired goals. During that meeting, the group conducted site visits at three City parks identified by City management as being appropriate for the first phase of a citywide park camera security initiative.

The three parks visited were:

- Apolinar Sangalang Park – 13470 Slate Street
- Manuel Valverde Park – 15557 5th Street
- Woodfield Park – 801 Lathrop Road

IXII Group, Inc. has prepared a task report for Council to consider. IXII Group, Inc. will provide research and recommendations to the City for adding additional camera surveillance systems and equipment in and around major City parks, associated infrastructure equipment as needed, and real-time monitoring logistics considerations.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR  
MAJOR CITY PARKS AND APPROVAL OF PROFESSIONAL SERVICES  
AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES  
RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH  
GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP  
GG 22-35**

Staff recommends Council approve the agreement with a not-to-exceed amount of \$10,000 with IXII Group, Inc. to provide consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City, CIP GG 22-35.

**BACKGROUND:**

On September 13, 2021, the City Council approved the creation of Capital Improvement Project (CIP) GG 22-35 for Camera Surveillance Systems for Major City Parks, and directed staff to propose camera placements in the approved parks.

On December 13, 2021 the City Council adopted the Lathrop Police Department Policy, Public Safety Video Surveillance System regarding the retention and use of data obtained by the system. Staff provided Council with the proposed camera locations and requested Council's input and direction. Council directed staff to finalize park camera locations and costs for the camera equipment and to bring back to Council for approval.

On August 19th, 2022, IXII Group, Inc. met with several City leaders and employees to discuss this task and obtained City philosophy and desired goals. During that meeting, the group conducted site visits at three City parks identified by City management as being appropriate for the first phase of a citywide park camera security initiative.

The three parks visited were:

- Apolinar Sangalang Park – 13470 Slate Street
- Manuel Valverde Park – 15557 5th Street
- Woodfield Park – 801 Lathrop Road

The City desires to assess the feasibility of installing live-view and recorded video assets into City parks for the purpose of increasing public safety and to preserve all parks as desirable public recreational destinations. Additional focus will be centered around the concept of real-time monitoring of new and existing camera assets within the City. Ultimately the research and recommendations are reflective of what is believed to be optimal placement of specific camera equipment to accomplish the desired goal of the City, along with the beginning of incorporating real-time monitoring.

Staff is recommending Council approve professional services agreement with a not-to exceed amount of \$10,000 with IXII Group, Inc. to provide consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City, CIP GG 22-35.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35**

**REASON FOR RECOMMENDATION:**

IXII Group, Inc. will provide research and recommendations to the City for adding additional camera surveillance systems and equipment in and around major City parks, associated infrastructure equipment as needed, and real-time monitoring logistics considerations. The cost for the agreement is not-to-exceed \$10,000 and there is sufficient funds in CIP GG 22-35 to cover the cost.

**FISCAL IMPACT:**


There is sufficient funds in CIP GG 22-35 to cover the not-to-exceed cost of \$10,000 of the agreement.

**ATTACHMENTS:**

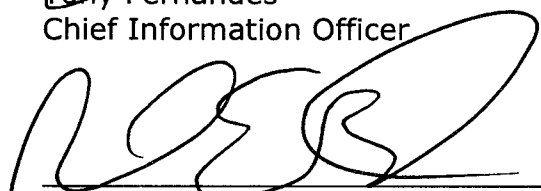
- A. Resolution Approving Professional Services Agreement with IXII Group, Inc. Provide Consulting Services Related to Technology Platforms and Equipment Associated with Gathering Video Data at Various Locations Within the City, CIP GG 22-35
- B. Professional Services Agreement with IXII Group, Inc. to Provide Consulting Services Related to Technology Platforms and Equipment Associated with Gathering Video Data at Various Locations Within the City, CIP GG 22-35
- C. IXII Group, Inc. Task Report

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR**  
**MAJOR CITY PARKS AND APPROVAL OF PROFESSIONAL SERVICES**  
**AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES**  
**RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH**  
**GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP**  
**GG 22-35**


**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Chief Information Officer

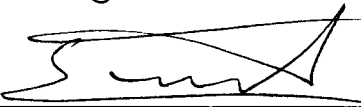
9-6-2022  
Date

  
\_\_\_\_\_  
Raymond Bechler  
Chief of Police

9/1/22  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

9/6/2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9-6-2022  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
Date

**RESOLUTION NO. 22 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENT WITH IXII GROUP, INC. TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35**

**WHEREAS**, on September 13, 2021, the City Council approved the creation of Capital Improvement Project (CIP) GG 22-35 for Camera Surveillance Systems for Major City Parks, and directed staff to propose camera placements in the approved parks.; and

**WHEREAS**, on December 13, 2021 the City Council adopted the Lathrop Police Department Policy, Public Safety Video Surveillance System regarding the retention and use of data obtained by the system; and

**WHEREAS**, Council directed staff to finalize park camera locations and costs for the camera equipment and to bring back to Council for approval; and

**WHEREAS**, on August 19th, 2022, IXII Group, Inc. met with several City leaders and staff to discuss this task and obtained City philosophy and desired goals; and

**WHEREAS**, the group conducted site visits at three City parks identified by City management as being appropriate for the first phase of a citywide park camera security initiative; and

**WHEREAS**, the City desires to assess the feasibility of installing live-view and recorded video assets into City parks for the purpose of increasing public safety and to preserve all parks as desirable public recreational destinations; and

**WHEREAS**, IXII Group, Inc. will provide research and recommendations to the City for adding additional camera surveillance systems and equipment in and around major City parks, associated infrastructure equipment as needed, and real-time monitoring logistics considerations; and

**WHEREAS**, there is sufficient funds in CIP GG 22-35 to cover the not-to-exceed cost of \$10,000 for the agreement with IXII Group, Inc.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the agreement with with IXII Group, Inc. to provide consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City, CIP GG 22-35.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

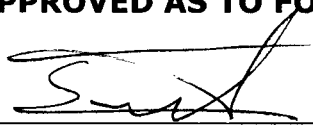
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

# Attachment B

## CITY OF LATHROP

### AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH IXII GROUP, INC.

#### TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

**THIS AGREEMENT**, dated for convenience this \_\_\_\_\_ day of **September** is by and between **IXII Group, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

#### RECITALS:

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Professional Services, which are required by this agreement; and

**WHEREAS**, CITY selected the CONSULTANT pursuant to said qualifications; and

**WHEREAS**, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions;

**NOW, THEREFORE**, CONSULTANT and the CITY agree as follows:

#### AGREEMENT

(1) **Scope of Service**

CONSULTANT agrees to provide consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) **Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$10,000.00** for the Professional Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written amendment or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

**(3) Effective Date and Term**

The effective date of this Agreement is **September \_\_\_\_**, 2022 and it shall terminate no later than **December 31, 2022**.

**(4) Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings**

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

**(7) Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit. CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.



CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

**(8) Assignment of Personnel**

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Jamie Hudson, Chief Executive Officer**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

**(9) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

**(10) Insurance**

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as additional insured with coverage from ISO form CG 20 10 or its equivalent . The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
  - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
  - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
  - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
  - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
  - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
  - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
  - (iii) The policy must contain a cross liability or severability of interest clause.
  - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
    - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
    - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
    - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
    - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

**(11) Indemnification - CONSULTANT'S Responsibility**

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

**(12) Licenses**

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**(13) Business Licenses**

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

**(14) Termination**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

**(15) Funding**

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

**(16) Notices**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop  
City Clerk  
390 Towne Centre  
Lathrop, CA 95330

Copy to: City of Lathrop  
Lathrop Police Department  
940 River Islands Parkway  
Lathrop, CA 95330  
MAIN: (209) 647-6416

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

To Consultant: IXII Group, Inc.  
910 Pleasant Grove Blvd. Suite 120-349  
Roseville, CA 95678  
Phone: 1-855-494-4911

**(17) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(18) Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

**(19) Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – TO PROVIDE CONSULTING SERVICES RELATED TO TECHNOLOGY PLATFORMS AND EQUIPMENT ASSOCIATED WITH GATHERING VIDEO DATA AT VARIOUS LOCATIONS WITHIN THE CITY, CIP GG 22-35

Approved as to Form:

City of Lathrop  
City Attorney



\_\_\_\_\_  
Salvador Navarrete

9.6.2022

\_\_\_\_\_  
Date

Recommended By:

Lathrop Police Department  
Police Chief

\_\_\_\_\_  
Raymond Bechler

\_\_\_\_\_  
Date

Recommended By:

Information Systems Department  
Information Systems Director - CIO

\_\_\_\_\_  
Tony Fernandes

\_\_\_\_\_  
Date

Approved By:

City of Lathrop  
390 Towne Centre Dr.  
Lathrop, CA 95330

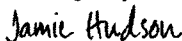
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

\_\_\_\_\_  
Date

Consultant:

IXII Group, Inc.  
910 Pleasant Grove Blvd. Suite 120-349  
Roseville, CA 95678  
Fed ID # \_\_\_\_\_  
Business License # \_\_\_\_\_

DocuSigned by:



8/30/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Jamie Hudson

CEO

\_\_\_\_\_  
Print Name and Title





August 5, 2022

Stephen Salvatore  
City Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Mr. Salvatore,

Please find the general consulting services proposal below. The proposal is focused on consulting related to leveraging technology platforms, equipment, and philosophy development to ensure the most efficient acquisition and effective installation of these platforms and equipment are considered. The proposed project cost quote is valid for 90 days from the date of this letter.

We appreciate the opportunity to provide you the proposal.

Thank you,

A handwritten signature in black ink, appearing to read 'Jamie Hudson', is written over a light blue horizontal line.

**Jamie Hudson**  
**Owner – Chief Executive Officer IXII**  
**Group, Inc.**  
Location out of Roseville, CA 910  
Pleasant Grove Boulevard Suite 120-  
349  
Roseville, CA 95678  
1 (855) 494-4911 – Toll-Free  
1 (916) 580-9392 – Mobile  
[Jamie@ixiigroup.com](mailto:Jamie@ixiigroup.com) [www.ixiigroup.com](http://www.ixiigroup.com)



**Background**

IXII Group, Inc. (IXII) understands the City of Lathrop (City) has requested a quote proposal for consulting services related to technology platforms and equipment associated with gathering video data at various locations within the City, with an emphasis on City park locations.

Currently, the City does not have any live-feed or recorded cameras at park locations and has a desire to conduct location analysis, equipment purchase, and installation at those locations. There are over 25 parks in the City with over 120 acres of space to be considered for appropriate placement of necessary equipment. It is understood the City uses an Avigilon Video Management System to gather and store video data and that infrastructure is performing as expected.

IXII further understands there is not a real-time crime or information center established with the City or the City's police department. The City desires a feasibility report related to harnessing the various technology platforms already in place, combined with any additional platforms which would allow the police department to effectively develop and disseminate real-time intelligence to first responders.

Through the proposed services listed below, IXII will research, analyze, and deliver comprehensive reports to the City, which will be useful tools when determining the most appropriate technology platforms, equipment, and philosophy development related to gathering video data within the City, as well as determining the feasibility and potential need for incorporating real-time crime and information center practices within the police department operations.



**Project Summary (proposed scope of work)**

This proposed project summary can be modified and mutually agreed upon before formal contracting between the parties. The main project being proposed will consist of:

1. Consulting services to determine the most appropriate location placement and most appropriate video/photo data gathering equipment at City park locations
2. Consulting services to determine other locations within the City where placement of video/photo data gathering equipment would optimize and/or enhance current equipment placement
3. Consulting services to assess current technology platforms and assist with enhancing the use of those platforms to maximize each
4. Consulting services to assist with leveraging technologies to effectively develop and disseminate real-time intelligence to first responders
5. Consulting services to assess new technologies and technology platforms to augment current platforms and technologies to begin modeling real-time crime and information center philosophies and practices
6. Comprehensive written reports for all consulting services provided to be used as reference by the City when incorporating any of the recommendations

**Timeline**

IXII understands there is a desire for an exigent but comprehensive completion of this project. IXII will begin the research and analysis of the locations, data and other factors without delay once contracted. This commitment is dependent on the efficient and expeditious production of requested data from the City as needed.

IXII will begin the research and analysis within 14 calendar days of execution of a contract with the City. This various consulting focuses listed in the Scope of Work will be prioritized by the City and IXII will conduct these services based on the priority desired by the City. The first initial report draft will be delivered to the City no more than 21 calendar days after contract execution.

Other consulting within the Scope of Work will be conducted within timelines mutually agreed upon between the City and IXII prior to the commencement of any service.



**Project Management**

**Fees and Payment Structure**

IXII shall provide the services listed in the "Project Summary (proposed scope of work)" for a total fee not to exceed \$10,000.

The fees are billed to the City will be billed at a **\$180.00** hourly rate, broken down to the quarter hour. Invoices will be sent electronically directly to the Accounts Payable personnel at the City and payment would be invoiced and due on a Net-30 cycle.

## ATTACHMENT C

August 29, 2022

This task report is focused on three of the City of Lathrop parks: Apolinar Sangalang, Manuel Valverde, and Woodfield. The task was born from the City’s desire to assess the feasibility of installing live-view and recorded video assets into City parks for the purpose of increasing public safety and to preserve all parks as desirable public recreational destinations.

Additional focus for this task was centered around the concept of real-time monitoring of new and existing camera assets within the City. Ultimately the research and recommendations listed below are reflective of what is believed to be optimal placement of specific camera equipment to accomplish the desired goal of the City as listed above, along with the beginning of incorporating real-time monitoring.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

---

## TASK RESEARCH AND RECOMMENDATIONS

IXII Group met with several City leaders and employees to discuss this task and obtained City philosophy and desired goals on August 19<sup>th</sup>, 2022. During that meeting, the group conducted site visits at three City parks identified by City management as being appropriate for the first phase of a citywide park camera security initiative.

The three parks visited were:

- Apolinar Sangalang Park – 13470 Slate Street
- Manuel Valverde Park – 15557 5<sup>th</sup> Street
- Woodfield Park – 801 Lathrop Road

It was noted during the site visits the City of Lathrop has a combination of existing fiber infrastructure and existing fiber ready infrastructure, and areas wireless connections would be most feasible for optimal equipment placement and connectivity. For areas which are fiber ready, the City's Public Works Department has indicated fiber installation is feasible for various projected camera located.

### *Apolinar Sangalang Park*

This park is surrounded by three roadways and an elementary school. Opal Street is on the west side, Deerwood Way is on the north side, Slate Street is on the east side, and Joseph Widmer Elementary School is on the south side. There are tennis and basketball courts in the southern portion of this park, with a baseball diamond on the northeast, with a play structure and picnic gazebo area centered on the north side. Two restrooms are located just south of the play structure on the north side of the park, and on the very southeast corner of the park.

Factors in determining optimal video equipment and placement included:

- Play Structure observation for public safety and vandalism prevention and investigation
- Northside restroom building exterior observation for public safety and vandalism prevention and investigation
- Baseball Diamond area observation for public safety
- Southeast restroom building exterior observation for public safety and vandalism prevention and investigation
- Tennis and Basketball court area observation for public safety

The infrastructure in place at this park is conducive with fiber connections at most recommended locations, with wireless connectivity at one. A total of five locations were identified as areas for consideration of camera placement based on the factors listed above. Image A (below) shows a depiction of the type of equipment and the estimated view area for each camera. A total of three 270° view Avigilon H4 Multisensor cameras, combined with two Avigilon pan-tilt-zoom (PTZ) H5A-PTZ cameras are recommended at this park.

The three 270° view cameras are recommended for placement at:

- The streetlight on the northside of the park, just north of the play structure and south of the roadway on Deerwood Way
- The lamppost located just east of the restroom building on the northside of the park at the entrance to the picnic gazebo area
- The lamppost on the west side of Slate Street at the southeast corner of the park

The two PTZ cameras are recommended for placement at:

- The northwest corner of the tennis courts in the center of the southside of the park. If fiber is not accessible at this location, the recommendation to place this camera is rescinded due to power connectivity issues which would exist
- The northeast corner of the park directly east of the baseball diamond backstop



Image A

### Manuel Valverde Park

This park has residential homes on its north and south property lines, and a limited use property which used to be a school yard to the west. It is accessed off 5<sup>th</sup> Street to the east into the general parking lot area. There is a Park and Ride in the parking lot off 5<sup>th</sup> Street and has an array of solar panels which serve as shade structures for parking within the northern portion of the parking lot. A community center sits between 5<sup>th</sup> Street and the park on the northside of the property.

There is a play structure to the west of the community center, along with a restroom building just southwest of the play structure. There are two baseball diamonds to the west of the restroom facility which account for the entire westside of the park, from north to south. There is a basketball court area between the parking lot and the baseball diamond on the southside of the park.

Factors in determining optimal video equipment and placement included:

- Community center building northside observation for public safety and vandalism prevention and investigation
- Play Structure observation for public safety and vandalism prevention and investigation
- Baseball Diamond area observation for public safety
- Restroom building exterior observation for public safety and vandalism prevention and investigation
- Basketball court area observation for public safety
- Parking lot observation for public safety

The infrastructure in place at this park is conducive with a majority fiber connection and one wireless connection. Conduit and fiber will need to be installed to complete the fiber connections, and this park is fiber ready as fiber already exists on site. A total of five locations were identified as areas for consideration of camera placement based on the factors listed above. Image B (below) shows a depiction of the type of equipment and the estimated view area for each camera. A total of two 360° view Avigilon H4 Multisensor cameras, combined with three Avigilon pan-tilt-zoom (PTZ) H5A-PTZ cameras are recommended at this park.

A total of two locations were identified as areas for consideration of Automated License Plate Reader (ALPR) camera placement.

The two 360° view cameras are recommended for placement at:

- The solar array in the northern parking lot area. There are two arrays, and the recommendation is for placement on the western most array
- The lamppost to the north of the basketball court. This installation will require a taller lamppost to be installed

The two PTZ cameras are recommended for placement at:

- The lamppost situated in the center of the two baseball diamonds on the east side. This lamppost will have two PTZ cameras installed to provide coverage from the north to south of the entire baseball diamond area

The two LPR cameras are recommended for placement at:

- Northern entrance to the parking lot off 5<sup>th</sup> Street to capture license plates on the ingress to the parking lot
- Southern entrance to the parking lot off 5<sup>th</sup> Street to capture license plates on the ingress to the parking lot

Additionally, replacement of two existing cameras with two new 270° cameras is necessary as the existing cameras are near their end of usable life. Both are listed in Image B and will be placed at:

- Northeast corner of the community center building
- Northwest corner of the community center building





Image B

### Woodfield Park

This park is situated between residential homes and Cedar Ridge Court to the north, Woodfield Drive to the east, West Lathrop Road to the south, and residential homes to the west. The park has a restroom structure on the northwest side with the entrance to the structure facing north. It is understood this structure will be demolished soon. There is a play structure and basketball court located on the westside of the park. East of the basketball court is open field for the remainder of the park. Access to the park is from Cedar Ridge Court.

Factors in determining optimal video equipment and placement included:

- Play Structure observation for public safety and vandalism prevention and investigation
- Restroom building exterior observation for public safety and vandalism prevention and investigation (while still in existence)
- Basketball court area observation for public safety
- Park open space observation for public safety

The infrastructure in this park is most conducive to wireless connectivity.

A total of three locations were identified as areas for consideration of camera placement based on the factors listed above. Image C (below) shows a depiction of the type of equipment and the estimated view area for each camera. A total of one 360° view Avigilon H4 Multisensor camera, combined with two Avigilon pan-tilt-zoom (PTZ) H5A-PTZ cameras are recommended at this park.

The 360° view camera is recommended for placement at:

- The lamppost on the south side of Cedar Ridge Court with views of the park entrance and exterior of the restroom building while it stands.

The two PTZ cameras are recommended for placement at:

- The south side of the park, north of West Lathrop Road, on the existing communications tower
- The northeast corner of the park near the pump station, just west of Woodfield Drive



Image C

### Note

Generally, 270° view, 360° view or PTZ cameras are recommended. A PTZ camera is recommended for maximum ability for a live operator to manipulate the camera to pan, tilt, or zoom as necessary to assist with a public safety response. PTZ cameras have a home position which allow for view angle of approximately 90° from left to right. While PTZ cameras are a recommended asset for proactive live viewing, 270° or 360° view cameras are recommended for a wider view area in a passive view setting. These cameras have a fixed viewable area of 270° or 360° from left to right, which allow for a significant viewable area, but greatly diminished proactive manipulation features. A combination of PTZ and 270° or greater cameras are ideal for these locations.

## ESTIMATED COSTS

A total estimated project cost is **\$250,800**, which includes a 10% contingency estimation of **\$22,800**.

### **Apolinar Sangalang Park**

270° Avigilon H4 Multisensor camera (quantity 3)

- \$36,000 cost for cameras and hardware, licensing, installation, and configuration
- \$1,000 estimated communications cost, including wiring (quantity 2)
- \$4,000 estimated communications cost, wireless (quantity 1)

Avigilon H5A PTZ (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- \$1,000 estimated communications cost, including wiring

Total estimated cost: **\$66,000**

### **Manuel Valverde Park**

270° Avigilon H4 Multisensor camera (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- No cost for communications as City will run conduit and Cat6 wiring

360° Avigilon H4 Multisensor camera (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- \$4,000 estimated communications cost, including wiring (quantity 1)
- \$3,500 estimated communications cost, including wiring (quantity 1)
- \$7,500 estimated cost for new light pole (quantity 1)
- \$5,000 estimated cost for electrical upgrade/installation (quantity 1)

Avigilon H5A PTZ (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- \$3,500 estimated communications cost, including wiring (quantity 2)
- \$7,500 estimated cost for new light pole (quantity 1)
- \$5,000 estimated cost for electrical upgrade/installation (quantity 1)

Vigilant L6Q LPR (quantity 2)

- \$4,500 annual cost

Total estimated cost: **\$116,000**

### **Woodfield Park**

360° Avigilon H4 Multisensor camera (quantity 1)

- \$12,000 cost for cameras and hardware, licensing, installation, and configuration
- \$4,000 estimated communications cost, including wiring
- \$5,000 estimated cost for electrical upgrade/installation

Avigilon H5A PTZ (quantity 2)

- \$24,000 cost for cameras and hardware, licensing, installation, and configuration
- \$1,000 estimated communications cost, including wiring

Total estimated cost: **\$46,000**

---

## REAL-TIME MONITORING

As indicated above, real-time monitoring of the cameras within the network, specifically PTZ cameras, is recommended. Monitoring these installed assets in real time enhances the response to public safety calls by providing additional real-time updates to responding resources, which increases the safety of the responders and the community nearby.

Real-Time Crime Centers (RTCC) are being built as additions to police departments nationwide. While many of them are built in physical spaces that include video walls, the concept, and operational procedures of an RTCC is more valuable initially than the physical space. With the use of a computer, a desk, and a designated employee, a police agency can begin real-time operations without the initial infrastructure investment necessary for a physical space. The single desk, computer, and designated employee can begin information/data analysis and provide that new intelligence to stakeholders in real time.

The general assumption is that a video wall is the most valuable tool in an RTCC. A combination of a data aggregation mapping platform (City of Lathrop has Peregrine) and a traffic management camera network monitored live by a designated employee (City of Lathrop has Avigilon Video Management System), and a robust Automated License Plate Reader platform (City of Lathrop has Vigilant), prove to be more valuable. Those three platforms allow an agency to front-load intelligence and push it out to responders, while also assisting agencies in finding wanted vehicles, while directing resources to precise locations, and safely recover the vehicle and/or detain the wanted person.

The Lathrop Police Department already has the technology infrastructure in place to leverage live and still shot camera resources to provide a force multiplier in the shape of real-time monitoring.

It is recommended the agency perform some trial periods with various personnel such as Detectives or Records staff, to monitor live video cameras and still shot License Plate Reader notifications. This can be completed as an ancillary task to their normal assignment. By simply installing the Avigilon Client onto their workstations, provide them with a portable radio and access to the agency's Computer Aided Dispatch (CAD) system, those employees can monitor live calls and access camera assets immediately, while resources are responding.

If desired, IXII Group can provide a more comprehensive analysis on the implementation of real-time procedures at the agency in another task.