

ITEM 9.C.

MOORPARK CITY COUNCIL AGENDA REPORT

TO: Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director 
Prepared by: Shaun Kroes, Senior Management Analyst 

DATE: June 17, 2009 (CC meeting of 09/02/09)

SUBJECT: Consider Resolution Amending the Fiscal Year 2009/10 Budget to Fund a Security Camera System at Poindexter Park and Consider Award of Agreement to Direct A/V for Design and Installation of the Security Camera System

BACKGROUND/DISCUSSION

The City is currently in the process of expanding Poindexter Park, including a skate park. To increase security coverage at the new facility, staff is requesting awarding a design/build agreement (Attachment 1) to Direct A/V Inc. for the design and installation of a security camera system. The security camera system will cover the skate park section of Poindexter Park, with potential expansion capabilities to the rest of the park. The security camera system at Poindexter Park will connect to the security camera system currently in place at the Metrolink Train Station. From the station, video feed will be sent to the Moorpark Police Services Center. The Metrolink Train Station's security camera system was installed by Direct A/V, in 2007. Direct A/V also provides quarterly preventative maintenance services on the existing station cameras.

To provide a fully integrated system, staff is recommending establishing an agreement with Direct A/V to provide design and installation of the Poindexter Park security camera system. Staff has requested and Direct A/V has supplied a price quote for performing the project (Attachment 2). The Poindexter Park security camera system will include:

- Two Pelco fixed cameras with housing units, to be installed on one, 25-foot pole (already supplied with power source).
- Communication device for transmission of the camera signal to the existing train station. The device will also have expansion possibilities if the City decides to install additional cameras in Poindexter Park.
- An additional communication device will be installed at the train station.

- Additional equipment accessories detailed on pages 4 – 5 of Direct A/V's proposal. The footage from the skate park will feed to the existing monitoring station at the Police Services Center that also displays footage from the Metrolink Train Station.
- Security camera design drawings as well as final "as-builts".

Direct A/V's price quote is \$47,307. Staff is recommending a 10% contingency of \$4,731, for a total budget amount not to exceed \$52,038. The current budget does not include a line item for the security camera system. Staff is recommending a budget amendment (Attachment 3) in the amount of \$52,038 from Fund 2111 (Park Improvement Zone 1 Fund).

FISCAL IMPACT

The Poindexter Park security camera system is expected to cost \$47,307. Staff is recommending a 10% contingency of \$4,731 for a total project cost not to exceed \$52,038. FY 2009/10 includes appropriations of \$1,787,082 for the Poindexter Park expansion project. This does not include the installation of a security camera system. A budget amendment is necessary to create an expense line for the camera project. This will increase the Poindexter Park Expansion project to \$1,839,120. The whole project is funded with \$89,494 from the State Park Bond, \$700,000 from the Community Wide Fund (2100) and \$1.5 million from the Park Improvement Zone 1 Fund (2111). a loan of approximately \$1.5 million from the Special Projects Fund (4004) to the Park Improvement Zone 1 Fund (2111). It was recognized that Zone 1 does not have the necessary fund balance available so a loan of approximately \$1.5 million from the Special Projects Fund (4004) to the Zone 1 Fund was approved previously. Staff projects that there will be enough balance in the \$1.5 million loan to cover the \$52,038 budget amendment.

STAFF RECOMMENDATIONS (ROLL CALL VOTE)

1. Adopt Resolution 2009 - _____.
2. Authorize the City Manager to sign the agreement for security camera design and installation at Poindexter Park, in an amount not to exceed \$52,038, subject to final language approval by the City Manager and City Attorney.

Attachments:

1. Agreement
2. Direct A/V Price Quote
3. Resolution

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND DIRECT AV INC. FOR
SECURITY CAMERA DESIGN AND INSTALLATION AT
MOORPARK POINDEXTER SKATE PARK**

THIS AGREEMENT, made this _____ day of _____ between the City of Moorpark, a municipal corporation, located at 799 Moorpark Avenue, Moorpark, California 93021, hereinafter referred to as "City" and Direct AV, Inc., hereinafter referred to as "Contractor".

WITNESSETH

The Parties hereto do agree as follows:

- 1.1 Term – The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, and will continue in effect until the completion of the project.
- 1.2 End Date – The security camera design and installation is expected to be completed by November 8, 2009, in coordination with the expected End Date of the Poindexter Park Expansion Project.
- 1.3 Liquidated Damages – This Agreement is subject to Liquidated Damages. Liquidated damages will be assessed in the amount of \$500 per day that the project remains uncompleted per Section 1.2 of this Agreement.
- 2.1 Incorporation by Reference – The Contractor's quote is hereby incorporated in and made part of this Agreement as Attachment 2.
- 2.2 Order of Precedence – The provisions of this Agreement shall control all Agreement Documents; in the event of any ambiguity or inconsistency, the same shall be resolved by reference first to the language of any written amendments signed by both parties, then to the language of the Agreement, then attachments to the Agreement.
- 2.3 Entire Agreement – This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor to the City, and contains all of the covenants and agreements between the parties with respect to the rendering of services by Contractor to the City, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein, shall be valid or binding and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement shall not

be amended in any way except by a writing expressly purported to be such an amendment, signed and acknowledged by both of the parties hereto.

3. City Obligations – For furnishing services as specified in this Agreement, City will pay and Contractor shall receive as full compensation therefore, a not-to-exceed sum of \$47,307.00 in accordance with Attachment 2. Compensation shall not exceed the rates or total contract value without the written authorization of the City Manager. The City Manager shall be authorized to approve amendments in an amount not to exceed ten percent of the original Agreement amount, for a total of \$52,038.

Payments to the Contractor shall be made within thirty-five (35) days after receipt of an original invoice and back up materials from the Contractor and acceptance of the invoice and back up by the City.

4. Contractor's Obligations – For and in consideration of the payments and agreements herein before mentioned to be made and performed by City, Contractor agrees with City to provide services as specified and to do everything required by this Agreement and all Attachments thereof. Contractor shall review, coordinate and approve the work of all subcontractors retained by Contractor. Contractor shall be responsible for all work performed by said subcontractors (a) as being complete, (b) as meeting City's and Contractor's requirements, and (c) as if it had been performed by Contractor. Without limiting the generality of the foregoing, Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement, that only persons authorized to work in the United States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.
5. Licenses and Registrations – At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses and registrations required of it by law for the performance of the services in this Agreement, including a City Business Registration.
6. SCRRA Requirements – Contractor shall comply with all requirements of the Southern California Regional Rail Authority (SCRRA).
7. Indemnification and Hold Harmless – Contractor shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City, and any and all of its employees, officials and agents ("the Indemnitees") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, willful misconduct, errors or omissions, or

performance of this Agreement by Contractor or by any individual, or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, except such damage as is caused by negligence of the City or any of its officers, employees, servants, project coordinators or agents.

Indemnification Provisions from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Contractor by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in this Section.

8. Insurance – The Contractor shall maintain prior to the beginning of, and for the duration of this Agreement, insurance coverage as specified in Attachment 1, attached to and made part of this Agreement.
9. Independent Contractor – Contractor is and at all times shall remain, as to the City, a wholly independent Contractor. Contractor shall not, at any time or in any manner, represent that he is an officer, employee or agent of the City. Contractor shall comply with all applicable provisions of the Workers' Compensation Insurance and Safety Acts and Labor Code of the State of California.
10. Amendments – Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.
11. Termination – This Agreement, or portions thereof, may be terminated or canceled in any one of the following manners:
 - 1) By mutual agreement of the parties,
 - 2) Upon thirty (30) days written notice by either party, with or without cause, or

- 3) If in the sole subjective judgment of City at any time or times after the commencement of the term of this Agreement, Contractor fails to perform the services required of it or fails to perform such services in accordance with the terms hereof, the City, upon at least seventy-two (72) hours written notice to Contractor, and without prejudice to any other remedies the City may have, may terminate Contractor's services and any obligations the City may otherwise have under this Agreement. The written notice shall instruct Contractor to cease its services as of a specified day, and City shall have no further obligation to pay for services tendered or otherwise.
12. Ownership of Reports and Data – At the time of 1) termination of this Agreement or 2) conclusion of all work, all original reports, documents, calculations, computer files, notes, and other related materials whether prepared by Contractor or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software.
13. Assignment/Successors – Contractor shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that the Contractor is uniquely qualified to perform the services provided for in this Agreement.
14. Attorneys' Fees – If any action at law or suit in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
15. Non-Discrimination – In the performance of the terms of this Agreement, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, creed, sex, sexual orientation, national origin or ancestry, religion, or marital status of such person(s). Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.
16. Venue – This Agreement is made, entered into, and executed in Moorpark, Ventura County, California, and any action filed in any court of law for arbitration of the interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in an applicable court in Ventura County, California.
17. Non-Exclusive Agreement – The City reserves the right to contract with other firms during the Agreement term or to issue multiple agreements for individual aspects of the project as may be deemed in the best interests of the City.

18. Public Domain – All products used or developed in the execution of this Agreement will remain in the public domain at the completion of the Agreement.
19. Audit – City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.
20. Interpretation of Agreement – Should interpretation of this Agreement, or any portion thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared the Agreement or caused it to be prepared.
21. Waiver of Agreement – No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.
22. Captions and Headings – The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.
23. Notice – Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

City: Steven Kueny
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Contractor: Lawrence Frontino
President
Direct A/V
12822 Yukon Avenue
Hawthorne, CA 90250

24. Authority to Execute Agreement – Both City and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.

25. Responsible Individuals – The individual directly responsible for Contractor's overall performance of the Agreement provisions above set forth and to serve as principal liaison between Contractor and City shall be Lawrence Frontino, or his designee.

The City Manager, or his designee, shall represent the City in all matters pertaining to the administration of this Agreement, and review and approval of all work to be performed by the Contractor pursuant to this Agreement. The City Manager is authorized to act on City's behalf to execute all necessary documents which increase the Scope of Services or change Contractor's compensation.

26. Conflicts of Interest – Contractor agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public agency where its jurisdiction includes all or part of the City without the prior written consent of the City, during the term of this Agreement. Further, Contractor agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

Steven Kueny, City Manager

Date: _____

ATTEST

Deborah S. Traffenstedt, City Clerk

CONTRACTOR

Lawrence Frontino, President

Date: _____

Attachment 1

Insurance Requirements

Prior to the beginning of and throughout the duration of Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of

Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and the City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right to subrogation prior to a loss. Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Contractor, provide the same minimum insurance required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review

options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Contractor will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City



12822 Yukon Avenue, Hawthorne, California 90250
Phone: 310-676-4100 Fax: 310-676-4242

August 10, 2009

City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

Attn: Mr. Shaun Kroes

Re: CCTV System Poindexter Park Expansion, Moorpark, California

Gentlemen,

Direct A/V is pleased to re-quote on the CCTV surveillance system for the Poindexter Park expansion as amended by the most recent meeting in Moorpark between yourself and our Stan Ames on Tuesday, June 30, 2009 and by your e-mailed comments of July 27, 2009.

Following the June 30, 2009 meeting, our Kevin Abshear gathered additional site information after his regular maintenance call on the existing system at the train station. Mr. Abshear found that the only wireless "line of sight" link that exists from the proposed camera pole within the new park area is to the western-most camera pole at the existing train station. Buildings and trees appear to block any practical paths between the new park and both the city hall and the police station.

1) Base System

Two (2) Pelco model CC3701H-2 fixed cameras (equipped with Pelco model 13VD2.8-12 varifocal lenses) would be installed (in Pelco model EH3512 exterior housings) to a pole within the park which has been furnished, installed, and powered by others. The varifocal lenses will be adjusted during system commissioning to provide the optimum field of view for each of the two (2) fixed cameras. Said pole installation would also include one (1) Firetide model 6000-900 wireless ethernet

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node for transmission of the camera signal to the existing passenger rail station. This wireless ethernet transceiver link node proposed for installation in the park has dual radios operating in two different frequency bands. The 5 Ghz radio will be used for the long-haul line-of-sight link to the camera pole at the train station; this radio section will be wired to a Firetide model AP-050-T long range antenna. The 900 Mhz radio would be used for any cameras and associated ethernet mesh nodes which may be added to the park in the future. The 900 Mhz radio provides better penetration of vegetation and does not necessarily have to be within line-of-site with other 900 Mhz nodes that it must communicate with.

A raintight electrical enclosure will be installed to the pole within the park at a level just below the cameras for the purpose of enclosing additional electrical equipment. Primarily this will consist of a pair of IndigoVision model 719126 video-to-ethernet encoders which convert the standard composite video signal into an ethernet-compatible data stream using the latest H.264 compression method. This model of video-to-ethernet converter includes the high-temperature option to insure the optimum reliability in this application. Other equipment installed to this box will include a power supply for the wireless ethernet node and a thermostatically-controlled fan.

The installation of the equipment to the pole within the park does not include furnishing and installing the pole, nor does it include constant 120 volt a.c. power to the top of the pole. It is highly recommended that the circuit to the pole be dedicated solely to the camera equipment and not be used for any other loads. It is our understanding that this dedicated circuit has been included in the plans for the electrical installation.

We must also state at this point that the only way that it will be possible to install the cameras and associated equipment to the pole within the park is through the use of our bucket van/truck. We will need your assistance in securing access to the parking lot at Chaparral School if the truck cannot be safely parked next to the pole from within the park itself.

- 1.1) To accomplish the link to the existing DVR (which is located within the existing equipment hut at the train station), two (2) additional ethernet nodes are required:
 - 1.1.1) The western-most camera pole on the south side of the tracks currently has a PTZF surveillance camera and a passive infrared detector installed to it. This set of equipment would be further augmented with the addition of a dual-radio wireless ethernet node (Firetide model 6202) which will be equipped with two antennas. A raintight box would also be installed to the pole to house custom-engineered power supply conditioning equipment which is necessary to power the new wireless ethernet node and the existing PTZF camera from the new d.c. source for this camera pole which is described in a subsequent paragraph. Of the two antennas on this pole, a long-range antenna (Firetide model AP-050-T) would be pointed (roughly south-west) to the park and a shorter range antenna (Firetide

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model AS-050-T) would be pointed (east) to the existing node/pole which is nearest to the equipment hut. The raintight equipment box will also be equipped with a thermostatically-controlled fan.

- 1.1.2) The existing single-radio wireless ethernet node on the camera pole nearest to the equipment hut would be replaced by a new dual-radio unit (Firetide model 6202). One radio would be connected to the existing long range antenna which is pointed to the police department building towards the east. The other radio would be connected to a new shorter-range antenna (Firetide model AS-050-T) which is pointed west from this location to receive signal from the node described in the preceding paragraph.
- 1.1.3) Additional equipment would be installed to the existing equipment rack in the train station equipment hut:
 - A) A larger 48 volt d.c. power supply (Condor model GNT448ABG) would be furnished and installed which would be dedicated to feeding the existing 12 awg cabling which currently powers the existing PTZF camera at the western-most location, south of the tracks. The new power supply conditioning equipment in the new equipment box at the pole (described hereinbefore) would effectively split this feed in two to feed the existing camera and the new wireless ethernet node at the correct voltages. This power supply will be housed in a custom, rack-mounted enclosure which will be fabricated in our shop facility.
 - B) A new 10/100/1000 ethernet switch (Linksys EG008W) would be installed to provide the necessary quantity of ports to the wireless link at this location. Besides the port for the existing DVR, other ports are necessary for video-to-ethernet conversion described hereinafter.
 - C) A pair of high-quality ethernet-to-video decoders (Indigovision model 719103) would be installed in the rack and their video outputs (corresponding to the new Poindexter Park cameras) would be routed to available spare inputs on the existing DVR. These decoders use the latest H.264 video compression/decompression method for most efficient use of the available transmission bandwidth.
- 1.2) With the connection of the video signals to the existing DVR (Pelco series DX-8100), the new cameras would be available for viewing on the existing client software installation at the police station. Other than the fact that these are fixed cameras, the training expected for the existing users of the system is expected to be minimal since the procedures for logging into the system and viewing live and archived video will remain unchanged.

Quote to S. Kroes/Poindexter Park Expansion, Moorpark, California
August 10, 2009

2) Major materials recap:

<u>Qty</u>	<u>Mfgr/Model</u>	<u>Description</u>	<u>Extended Price</u>
2	Firetide 6202	Outdoor Mesh Node	\$6,496.20
1	Firetide 6000-900	Outdoor Mesh Node	\$3,774.60
2	Firetide AP-050-T	Long Range Antenna	\$974.70
2	Firetide AS-050-T	Short Range Antenna	\$1,917.00
1	Firetide PS-050-N	D.C. Power Supply	\$260.55
2	Pelco CC3701H-2	Analogue Camera	\$661.50
2	Pelco EH3512	Camera Housing	\$186.03
2	Pelco 13VD2.8-12	Varifocal lens	\$186.03
1	Pelco WCS4-20	Power Supply	\$275.40
2	Indigovision 719126	Video Encoder (Hi Temp Option)	\$2,268.00
2	Indigovision 719103	Video Decoder	\$1,744.20
2	McMaster 7649K12	Raintight Box	\$131.96
2	McMaster 7649K42	Interior Panel	\$13.44
2	Mouser 664-A8038MBT-110LF	Fan	\$28.16
4	Mouser 670-WMG80M	Fan Filter	\$12.24
2	Grainger 2E340	Attic Fan Thermostat	\$51.10
1	Cincon/Mouser CHB150W-48S12	DC-DC converter	\$159.65
1	Cincon/Mouser CHB150W-48S24	DC-DC converter	\$159.65
2	DAV Custom	DC Isolation Network	\$1,444.85
1	Condor GNT448ABG	Power Supply	\$208.63
1	DAV Custom	Power Supply Encl.	\$225.00

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<u>Qty</u>	<u>Mfgr/Model</u>	<u>Description</u>	<u>Extended Price</u>
2	Magnecraft TDRSOXP-24V	Time Delay Relay	\$79.18
2	Magnecraft 70-464-1	Relay Socket	\$4.14
1	Linksys EG008W	10/100/1000 Ethernet Switch	\$70.00
"Lot"	Indigovision	Tech Support	\$3,780.00
2	DAV Custom	Wireless Ethernet Node Mount	\$500.00
"Lot"	DAV Custom	Miscellaneous Matl.	\$1,000.00
Sub-Total			\$26,612.21
Sales Tax (9.75%)			\$2,594.69
Equipment Total			\$29,206.90
Field Installation (IBEW Union Members)			\$3,400.00
Office Engineering (see Quotation Note "A")			\$8,000.00
Shop Assembly			\$1,600.00
Shop Testing			\$2,740.00
Field Engineering			\$1,360.00
Drafting/CADD			\$600.00
Overhead			\$400.00
Quote Total			\$47,306.90

Quote to S. Kroes/Poindexter Park Expansion, Moorpark, California
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Quotation Notes

A) The figure quoted for “office engineering” is inclusive of the following tasks at our engineering rate of \$100.00 per hour:

A.1) Design Build – In the absence of a set of contract plans and specifications prepared by another party, this project falls into the category of a “Design/Build” project which involves additional tasks over and above the normal engineering procedures where plans and specifications are furnished.

Design Tasks: 24 hours at \$100.00/hour = \$2,400.00

A.2) Engineering Drawing Preparation – Engineering duties include the preparation of drawings once the design-build phase has concluded. All of our drawings start out as sketches by the project engineer and these are in turn professional CADD drafted into finished prints. Drawings are reviewed for any errors or discrepancies once they are CADD drafted. At the conclusion of the project, any changes to the drawings are marked up by the project engineer and the CADD operator updates the file(s).

Engineering Drawing Preparation: 20 hours at \$100.00/hour = \$2,000.00

A.3) Materials List Preparation – The project engineer prepares lists of materials for each project assembly which are passed on to the shop assembly and field installation personnel for their use. These lists are prepared and archived in MS Excel.

Materials List Preparation: 12 hours at \$100.00/hour = \$1,200.00

A.4) Purchase Requests – The project engineer prepares lists of parts to be purchased by the purchasing department on forms generated in MS Excel. These purchase requests are issued on a brand-by-brand basis so that the Direct A/V purchasing department makes the most efficient use of their time in corresponding with vendors. Preparation of these purchase requests includes double-checking all part numbers to assure accuracy.

Purchase Requests: 12 hours at \$100.00/hour = \$1,600.00

A.5) Engineering Documentation – Near the end of the project, the project engineer prepares the outline and the index for end-of-job documentation. This includes writing the index for the manufacturer’s operating manual binder(s) which are turned over at the end of the project. Any originally written training text and/or operating procedures are also done at this time.

Engineering Documentation: 8 hours at \$100.00/hour = \$800.00

Quote to S. Kroes/Poindexter Park Expansion, Moorpark, California
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3) Future expansion within the park

The choice of the specific model of wireless ethernet node for the park-end of the link was made so that short-haul links to other 900 Mhz nodes (with cameras) could be added at other park locations in the future. Such additions would also require nominal additions to the hardware within the train station equipment hut as well. Possible locations within the park (due to the proximity of available electrical power) include both of the white gazebo structures ("north" gazebo and "south" gazebo) as well as the awning roof over the picnic area.

Our price for the base system as described above, including one (1) year warranty is:

\$47,306.90.

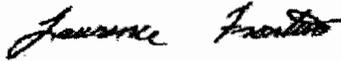
Per your e-mailed advice of July 27, 2009, no performance bond required and hence, it is not included in the above price.

The above-noted price does not include the costs for any construction permits from the City of Moorpark for the work described in this quotation. Based on our recent verbal agreement, the costs for obtaining any required permits for the worked described in this quotation will be covered by the City of Moorpark.

Quote to S. Kroes/Poindexter Park Expansion, Moorpark, California
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Thank you for contacting Direct A/V for your Audiovisual System needs. We look forward to working with you on this project. We invite you to visit our website at <http://www.directavla.com>. If we can supply any further information, please do not hesitate to contact us at (310) 676-4100.

Very Truly Yours,



Lawrence Frontino
President
Direct A/V

- Quotation No.09-07091132.Rev2 Accepted (Signature): _____
- Name (Printed): _____
- Title: _____
- Date: _____

RESOLUTION NO. 2009 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA AMENDING THE FISCAL YEAR 2009/10 BUDGET TO INCREASE PARK IMPROVEMENT FUND ZONE 1 (2111) FOR THE DESIGN AND INSTALLATION OF A SECURITY CAMERA SYSTEM AT POINDEXTER PARK AND AUTHORIZE A LOAN FROM PARK IMPROVEMENT FUND (PIF) COMMUNITY WIDE ZONE (2100) TO PARK IMPROVEMENT FUND ZONE 1 (2111)

WHEREAS, on July 1, 2009, the City Council adopted the Operating and Capital Improvement Budget for Fiscal Year 2009/10; and

WHEREAS, the adopted budget includes an aggregate appropriation in the Park Improvement Fund Zone 1 (2111) of \$1,787,082 for Capital Improvement Project No. 7801 - Design and Construction of Poindexter Park Expansion; and

WHEREAS, on September 2, 2009 a staff report has been presented to the City Council requesting a budget amendment in the aggregate amount of \$52,038 to fund the installation of a security camera system at the Poindexter Skate Park; and

WHEREAS, Park Improvement Fund Zone 1 (2111) does not currently have sufficient funds for this purpose; and

WHEREAS, on April 1, 2009, a loan of up to \$1,500,000 from the Special Projects Fund (4004) to Park Improvement Fund Zone 1 (2111) was approved for the Poindexter Park Expansion Project with variable interest based on the average interest rate earned by LAIF from the previous year; and

WHEREAS, staff determined that the said loan from Special Projects Fund (4004) will be sufficient to support the \$52,038 appropriation increase for the security camera system; and

WHEREAS, said loan shall be recorded on City's financial records and shall be repaid at the earliest point in time, upon receipt of new revenue by the Park Improvement Fund Zone 1 (2111) including any interest accrued on the unpaid loan calculated at the average interest earned by LAIF from the previous year;

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

SECTION 1: That a Budget Amendment in the aggregate increase of \$52,038 as more particularly described in Exhibit "A", is hereby approved.

SECTION 2: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 2nd day of September, 2009.

Janice S. Parvin, Mayor

ATTEST:

Debbie S. Traffenstedt, City Clerk

EXHIBIT A

**BUDGET AMENDMENT FOR
PARK IMPROVEMENT ZONE 1 FUND
POINDEXTER PARK SECURITY CAMERA
DESIGN AND INSTALLATION
FY 2009/10**

FUND BALANCE ALLOCATION:

Fund Title	Fund-Account Number	Amount
PARK IMPROVEMENT	2111-5500	\$ 52,038.00
Total		\$ 52,038.00

EXPENDITURE APPROPRIATION:

Account Number	Current Budget	Revision	Amended Budget
2111-7800-7801-9632	\$ -	\$ 52,038.00	\$ 52,038.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ -	\$ 52,038.00	\$ 52,038.00

Finance Approval: 