



## City of Commerce Terms of Engagement Agreement

**BETWEEN:**                **Sea Hawk Surveillance Inc.**, (hereafter referred to as “**Sea Hawk**”) a corporation organized and existing under the laws of the State of California, located at: 16697 Carob Ave, Chino Hills, CA 91709

**AND:**                    **City of Commerce**, (hereafter referred to as “**City**”) a municipal corporation, and existing under the laws of the State of California, located at: 2535 Commerce Way, Los Angeles, CA 90040

WHEREAS, Sea Hawk is in the Business of Development, IP Cameras / Wireless Systems and installation of products and services relating to Video and Audio Surveillance.

WHEREAS, this Agreement contains the Sea Hawk’s terms of engagement.

WHEREAS, it is the City of Commerce intent to implement an Automated License Plate Recognition (“ALPR”) System as a pilot program “Program”), by approving an ALPR System Privacy Policy in order to assist law enforcement’s and public safety’s enforcement efforts to capture information related to the culprits of criminal and dangerous activity, including drivers and spectators who engage in street racing, by having the equipment and ability to read the license plates of vehicles engaged in criminal activity.

WHEREAS, to assist the City’s efforts in implementing this pilot program, this Agreement proposes the surveillance related equipment be provided and installed by Sea Hawk Surveillance and Avigilon at no expense to the City of Commerce.

WHEREAS, Sea Hawk has read the City’s approved Resolution approving this Program and its ALPR Privacy Policy, which are attached hereto and incorporated herein by this reference, and warrants and promises to adhere to same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

### **1. SEA HAWK SURVEILLANCE INC.**

**Sea Hawk shall provide the following professional services to the City:**

The mission of the project is to monitor traffic, including and not limited to street racing, and car drifting at the intersection, of Washington Boulevard and Commerce Way (hereinafter referred to as “**Intersection**”). Drifting is a technique where you cause the back end of the vehicle to slide around a curve. When this activity occurs, the violators block the Intersection for normal flow of traffic.

Sea Hawk is an IP Network Video Surveillance Integrator. Sea Hawk will install cameras and wireless radios (video surveillance unit) at the Intersection. The equipment will be installed on City owned street lighting poles. The wireless Fluidmesh Network Radios will backhaul the data to the City Civic Center. At the Civic Center, a Fluidmesh Network Radio



located on the roof will receive the data and will link to the Avigilon Server. The surveillance equipment will draw power from the photocell connection on the street lighting pole.

The Avigilon Surveillance System will be designed to alert when vehicles come to a stop for a specific period at the Intersection. The City employee monitoring the system will deploy the PTZ camera to acquire details of vehicles and persons at the Intersection. All of the activity will be recorded on to the Avigilon Server. The recorded video will be made available to the City and the Los Angeles County Sheriff's Department.

Sea Hawk will provide the necessary training to operate the video surveillance equipment to the City and Los Angeles County Sheriff's Department personnel.

The video surveillance obtained at the intersection shall be for the sole benefit of the City and the Los Angeles County Sheriff's Department for evaluation of the equipment.

Sea Hawk has read the City's Resolution and ALPR System Privacy Policy and agrees that it is not a person or entity authorized to use or access the surveillance data, and agrees that said data is solely and exclusively used for the City's law enforcement and public safety purposes, and agrees to adhere to said ALPR System Privacy Policy.

The demonstration video surveillance equipment will be provided for a one-month period, commencing on \_\_\_\_\_, 2020, and ending on \_\_\_\_\_, 2020.

The video surveillance equipment shall be provided for, demonstration purposes only, to the City and the Los Angeles County Sheriff's Department at no cost for the equipment and/or the labor for the installation. In the event of a malfunction or need to repair the related surveillance equipment, Sea Hawk agrees that it is its sole responsibility make said repairs in an effort to preserve its own equipment, and to provide said services to the City to ensure the ongoing available surveillance during the trial period of this Agreement and the Program. In this regard, Sea Hawk warrants that it carries \_\_\_\_\_ [what insurance does Sea Hawk carry to protect its equipment? We should have them insert here.]

Sea Hawk Surveillance will not be held responsible for any action taken by City, its agents, independent contractors, employees, vendors, and/or the Los Angeles County Sheriff's Department.

## **2. CITY OF COMMERCE**

**The City shall provide the following professional services to Sea Hawk Surveillance:**

The City shall provide a designated City employee(s) to monitor the live video during that period that Los Angeles County Sheriff's Department deems necessary to capture the activity at the Intersection. The City and/or Sheriff's Department shall connect the desktop server to the internet to observe the activity at the Intersection from a remote location. The City will provide a location in the Civic Center to install the server, monitor and the designated City-employees monitoring the activity.

At the present time several cameras are located at this Intersection. The City shall research and determine who owns the cameras. Sea Hawk will not interfere with said cameras.



### 3. TERMINATION BY SEA HAWK SURVEILLANCE INC

Sea Hawk may terminate this agreement and stop acting for the City of Commerce if:

- a. City of Commerce does not comply with this Agreement; and
- b. Sea Hawk forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties; and
- c. Sea Hawk believes on reasonable grounds that, by continuing to act for the City, the City of Commerce may breach the professional conduct rules which are binding upon professionals in the Video Surveillance Industry.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at City of Commerce on the date indicated above.

**Sea Hawk Surveillance Inc.**

**City of Commerce**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

**Luis R. Lopez, CEO**

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Print Name and Title

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Print Name and Title