

**Memorandum of Understanding
Between
City of Carson
and
County of Los Angeles**

This Memorandum of Understanding ("MOU") is entered into effective _____, 2022 ("Effective Date"), by and between the City of Carson, a municipal corporation ("City") and County of Los Angeles, a _____ ("County"). City and County may be referred to, individually or collectively, as a "Party" or the "Parties."

Recitals

WHEREAS, Automated License Plate Readers ("ALPRs") are intended to read the license plates of passing automobiles via a camera system, and then automatically query federal, state, and local databases of detected license plates to in turn automatically alert law enforcement users when a license plate belonging to a stolen or wanted vehicle is detected. Additionally, law enforcement users with proper authorization and need may query the ALPR database to search for vehicles that were associated with a criminal or terrorist incidents, in order to develop investigative leads.

WHEREAS, the City owns four (4) ALPRs and ancillary equipment, as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference.

WHEREAS, City is desirous of deploying its ALPRs in various public rights of way within the City, as needed from time to time, to monitor, detect and display vehicle speeds, read license plates, and display messages, and would like County, through the County's Sheriff's Department ("LASD"), to have full use and access to them in support its law enforcement and security efforts throughout City's boundaries. For example, if there is a City event with traffic impacts then the ALPRs can be deployed to help provide advisory messages to the driving public.

WHEREAS, by this MOU, the Parties now wish to delineate their respective roles and responsibilities pertaining to County's use of City's ALPRs within public rights of way within the City and potentially outside City jurisdiction as well.

NOW, THEREFORE, the Parties agree as follow:

OPERATIVE PROVISIONS

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by this reference.

2. Binding MOU. Notwithstanding any other provision of this MOU, the Parties agree that this MOU constitutes a legal, valid and binding agreement by and between the Parties, and is enforceable against each Party in accordance with its terms.

3. Term. The term of this MOU shall commence on the Effective Date and continue coterminously with that certain Municipal Law Enforcement Services Agreement between the Parties, dated June 25, 2019 (“Master Agreement”) or any future version of such Master Agreement containing substantially similar terms and conditions (“Subsequent Master Agreement”), until the Subsequent Master Agreement (if there is any) or the Master Agreement expires or is sooner terminated, or unless this MOU is terminated in accordance with Section 5.

4. Responsibilities. The Parties understand, agree, and acknowledge that they will have the following responsibilities under this MOU:

(a) City Responsibilities:

- Direct LASD of the dates and times City will need LASD to operate the ALPRs within City rights of way
- Provide LASD the exact locations of where within City rights of way ALPRs are to be placed, including what direction they are to be pointed
- Provide LASD access to any software interface that would allow LASD to have full use and access of the data gathered by the ALPRs
- Store ALPRs
- Deploy and pick up ALPRs
- Provide County with 24/7 access to ALPRs stored within City’s property to allow County to deploy any time of day

(b) County Responsibilities:

- Operate the ALPRs within City rights of way as directed by City
- Store ALPRs on County property, if needed by City
- Deploy and pick up ALPRs
- Provide recommendations to City on how the ALPRs can be best used within City rights of way to accomplish LASD public safety objectives
- County to also modify how the ALPRs are used within City rights of way if it’s in the best interest of achieving the public safety objectives

- Keep the City updated on any changes to locations of ALPRs
- Access any software interface provided by City that would allow LASD to have full use and access of the data gathered by the ALPRs
- Operate the ALPRs outside City's jurisdiction but only with City's express written consent, for a rental fee to be mutually agreed upon at a further date
- Provide City with 24/7 access to ALPRs stored within County's property to allow City to deploy any time of day

(c) Mutual Responsibilities:

- The Parties will work collaboratively and will continually remain in communication with one another to coordinate their respective responsibilities set forth in Sections 4(a) and 4(b) above.

5. Termination. Either Party may terminate this MOU at any time, for any reason or no reason, upon thirty (30) days' advance written notice of termination given to the other Party. The MOU may be terminated effective immediately with mutual written consent of both Parties.

6. Record Keeping. County agrees to maintain books, records, documents, and other evidence as necessary to certify the nature and extent of the services provided under this MOU in accordance with accepted business practices, appropriate accounting procedures, and any applicable regulations and laws.

7. Assignability. Neither Party may assign this MOU or delegate the duties and responsibilities herein to any affiliate organization, any successor organization, or any subsidiary organization of such Party, unless mutually agreed upon and written consent of both Parties.

8. Indemnification. The City shall indemnify, defend, and hold harmless the County and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating to the performance of its duties under this MOU, including, but not limited to, any services performed by its officers, employees, agents, subcontractors, or subconsultants. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the County or its agents. The County shall indemnify, defend, and hold harmless the City and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating to its performance of its duties under this MOU, including, but not limited to, any services performed by its officers, employees, agents, subcontractors, or subconsultants. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the City or its agents.

9. ALPRs Lost, Stolen or Damaged. If any of the ALPRs is lost, stolen or damaged during the period of County's use of same within City's jurisdiction, City will be responsible for the cost of any repairs or replacement of the ALPRs unless such loss, damage or stolen ALPR arises from the negligence or willful misconduct of County, its officers, employees, agents, or subcontractors (each, a "County Party"), in which event County will bear the full cost of repairing or replacing the ALPR, as the case may be. If any ALPRs is lost, stolen or damaged during County's operation or use of the ALPRs outside City's jurisdiction (with City's express written consent) with or without any fault on the part of any County Party, then County shall bear sole responsibility for the full cost of repair or replacement of the ALPRs. Similarly, if any of the ALPRs is lost, damaged or stolen during any period when they are being stored within County property, then County shall bear sole responsibility for the full cost of repairs or replacement whether or not there is any fault on the part of any County Party. All repairs of the ALPR, irrespective of whether City or County is responsible for the cost, shall be performed by City.

10. Insurance. Unless the County is self-insured in which event County shall provide City letters of self-insurance sufficient to evidence the coverages required in this Section 10, the County shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this MOU including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the County against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the County in the course of carrying out the work or services contemplated in this MOU.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than a combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Subcontractors. County shall include all subcontractors and subconsultants as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor and subconsultant. All coverages for subcontractors and subconsultants shall be subject to all of the requirements stated herein.

(e) General Insurance Requirements. The comprehensive general liability and automobile policies of insurance shall be primary insurance and shall name the City, its

elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with County's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the County shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City. No work or services under this MOU shall commence until the County has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time.

11. Notice.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, as follows:

City:	City of Carson Attn: City Manager 701 East Carson Carson, California 90745
County:	Los Angeles County Sheriff's Department Contract Law Enforcement Bureau Attn: Unit Commander 211 West Temple Street, 7 th Floor Los Angeles, California 90012

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

12. Force Majeure. If either Party is unable to perform its duties under this MOU due to strikes, lock-outs, labor disputes, governmental restrictions, fire, or other casualty, emergency, pandemic or any cause beyond the reasonable control of the Party, such non-performing Party shall be excused from performance by the other Party, and shall not be in breach of this MOU, for a period equal to any such prevention, delay, or stoppage.

13. Compliance with Laws. The Parties shall at all times hereunder comply with all ordinances, resolutions, statutes, rules, and regulations of the City, including those that require permits, and any Federal, State or local governmental entity having jurisdiction in effect at the time any performance is rendered under this MOU.

14. Choice of Law/Venue. This MOU will be governed by and construed according to the laws of the State of California. Los Angeles County California shall be the venue for any action, special proceeding, or other proceeding that may be brought or arise out of, in connection with or by reason of this MOU.

15. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings between them as to its subject. The Parties may modify this MOU only by written instrument signed by Parties.

16. Severability. All rights and remedies conferred under this MOU or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by either Party to enforce any provision of this MOU shall not be deemed a waiver of future enforcement of that or any provision. In the event that any portion of this MOU shall be held to be unenforceable, the remaining portions of this MOU shall remain in force and effect.

17. Amendments. Amendments to this MOU must be made in writing and signed by the legally authorized representatives of the Parties hereto.

18. Warranty of Authority. The Parties, in signing this MOU below, are representing that they are acting pursuant to duly designated authority and warrant that they are authorized to enter into this MOU.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

COUNTY:

COUNTY OF LOS ANGELES

Alex Villanueva, Sheriff

EXHIBIT "A"
ALPR EQUIPMENT

Vigilant LPR Trailers

Qty	Item #	Description
(4)	VSS-XL-MSG-VLT	Premium 2- Camera LPR Trailer XL Message Board - 565W Solar <ul style="list-style-type: none"> • XL Message Board Trailer chassis w/ extended 565W • Tilting Solar Array (96" x 55" Display) • ALPR install of (2) Vigilant LPR Cameras • Custom Aluminum Battery Box & Equipment Enclosure • Firstnet Capable 5G Router / Modem • GPS/4G antenna • 565W Solar Panel • 4x 200 ah 12V Battery system • Touchscreen • Display Control Unit • Certified Radar Included
(4)	VT-TRL-2-55-L5F	25mm L5F Upfit Kit <ul style="list-style-type: none"> • Qty=2 25mm lens package • Tablet Processing Unit • 2 15ft L5F Cables • GPS/4G Antenna <ul style="list-style-type: none"> ◦ Trailer must include the following: • 12V Power System • Internal Mounting space for Tablet LPR Processing Unit • Suitable Mounting Location for LPR Cameras