

Contract#

7681

# CONTRACT AUTHORIZATION FORM

**COMPLETED BY DIVISION**

|             |  |  |
|-------------|--|--|
| GEN<br>INFO | VENDOR NUMBER: 325378  | VENDOR NAME : GATSO USA, Inc.          |
|             | CITY STAFF CONTACT PERSON<br><small>(enter the name of the person to whom we should return the staff copy):</small>      | Sharon Perlstein                       |
| DEF         | DIVISION#: 84  | DIVISION NAME: Engineering             |
| MAIN        | TITLE/SUMMARY DESCRIPTION OF CONTRACT: (BRIEF, 40 CHARACTERS OR LESS)<br>Automated Red Light Camera Enforcement Services | RETAINAGE <input type="checkbox"/> Yes |

|   |  |   |
|---|--|---|
| CONTRACT TYPE:<br><small>(select one)</small> | <input checked="" type="checkbox"/> Professional/Contracted Services<br><input type="checkbox"/> Graphic Artist/Printing<br><input type="checkbox"/> Recreation & Special Events<br><input type="checkbox"/> Web/Computer/Information Technology | <input type="checkbox"/> Public Works/Construction<br><input type="checkbox"/> Land Use ((EIR Study, Transport/Plan, Develop)<br><input type="checkbox"/> Intergov Cooperative Purchasing<br><input type="checkbox"/> AR-Developer/Reimbursed |
|   | <input checked="" type="checkbox"/> Check if here if contract includes approved changes to the contract template. Please attach back up of authorization   |   |

|            |   |
|------------|---|
| INSURANCE: | <input type="checkbox"/> Check if here if contract includes approved changes to the insurance (including waivers, exemptions, or changes to coverage). Please attach back up of authorization |
|------------|---|

|   |   |
|---|---|
| CONTRACT DESCRIPTION:<br><small>Enter a detailed description of contract.</small> | Contractor to provide Automated Red Light Camera Enforcement Services at 8 approaches |
|---|---|

|                          |                                |   |                                  |
|--------------------------|--------------------------------|---|----------------------------------|
| START DATE:<br>11/9/2015 | COMPLETION DATE:<br>06/30/2021 | COUNCIL MEETING DATE<br><small>(OVER \$25,000):</small> 9/21/2015 | CONTRACT AMOUNT:<br>\$ 2,373,640 |
|--------------------------|--------------------------------|---|----------------------------------|

|                 |                         |  |  |
|-----------------|-------------------------|--|--|
| MANAGER REVIEW: | <i>Sharon Perlstein</i> |  |  |
|-----------------|-------------------------|--|--|

|                    |                    |                        |
|--------------------|--------------------|------------------------|
| DIRECTOR APPROVAL: | <i>[Signature]</i> | APPROVAL DATE: 11/5/15 |
|--------------------|--------------------|------------------------|

**COMPLETED BY CITY CLERK**

| Insurance Type         |   | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | POLICY AMOUNT |
|------------------------|---|-----------------------|------------------------|---------------|
| General Liability      | a | 391-1132(7/02)        | 4-12-16                |               |
| Automobile             | a |                       | 1-12-16                |               |
| Workers Comp           | a | WC 0003 13            | 1-12-16                |               |
| Professional Liability | a |                       |                        |               |
| Other                  | a |                       |                        |               |

|                                       |                         |               |
|---------------------------------------|-------------------------|---------------|
| Changes to Insurance Requirements OK: | Finance/Risk Management | Date: 11/1/15 |
|---------------------------------------|-------------------------|---------------|

|  |               |
|--|---------------|
| Contract Review: <input checked="" type="checkbox"/> City Clerk <input type="checkbox"/> | Date: 11-5-15 |
|--|---------------|

Notes: Language revisions approved City Attorney and Christina's see emails.  Active

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**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

This Agreement is made on this 20<sup>th</sup> day of Nov., 2015, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and GATSO USA, Inc., a Delaware corporation with a principal place of business at 900 Cummings Center, Suite 222-T, Beverly, MA 01915 (hereinafter referred to as the "CONTRACTOR").

**RECITALS**

- A. The CITY proposes to contract for services to provide an Automated Red Light Camera Enforcement System (the "System") as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
  - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference (the "Scope of Services").
  - 2. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties (the "Effective Date") and shall continue for a period of five (5) years from the date that one (1) or more cameras are first operational as set forth in the Scope of Services (the "Initial Term"). Upon expiration of the Initial Term, the Parties may renew the Agreement for two subsequent one (1) year terms (each a "Renewal Term" and, collectively with the Initial Term, the "Term") subject to renewal pricing that will be provided by CONTRACTOR to the CITY no less than sixty (60) days prior to the expiration of the then current Initial Term or Renewal Term.
  - 3. **RESERVED.**
  - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated a fixed fee in an amount up to \$474,528 per year for a total not-to-exceed value of \$2,373,640 to provide the System for five (5) years of services pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's reasonable satisfaction in accordance with the Scope of Services in Exhibit A. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information reasonably requested by the CITY.

## 5. CONTRACT ADMINISTRATION.

- 5.1. **The CITY's Representative.** Unless otherwise designated in writing, Sharon Perlstein, City Engineer, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
- 5.2. **Manager-in-Charge.** For the CONTRACTOR, Richard J. Kosina, Chief Technical Officer, shall be in charge of the project on all matters relating to the Services performed pursuant to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement, except for those CITY responsibilities specifically set forth in Exhibit A. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
- 5.5. **Prevailing Wage.** Contractor shall comply with the provisions of Labor Code Section 1770, et seq., with respect to payment of prevailing wages, maintenance of payroll records and payment of penalties under Labor Code Section 1775.

## 6. TERMINATION.

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time after the third anniversary of the date that one (1) or more cameras are first operational as set forth in the Scope of Services, by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination. Notwithstanding the

foregoing, in the event of termination without cause prior to the third anniversary of the date that one (1) or more cameras are first operational as set forth in the Scope of Services, the CITY shall pay the CONTRACTOR an amount equal to \$1,000 per camera for each month remaining in this three (3) year period following the date that one (1) or more cameras are first operational as set forth in the Scope of Services.

- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Either party may terminate this Agreement for cause if the other party has breached its obligations under this Agreement. Should such a breach occur, the terminating party must provide fifteen (15) days advance notice to the other party of its intent to terminate, which notice must include the reasons for termination and must provide the other party with an opportunity to cure the breach within fifteen (15) days after receipt of notice.
- 6.3. **Termination for Change in Law.** Either party may terminate this Agreement if (a) applicable state or federal law is amended to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by the CONTRACTOR; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable state or federal law or cannot otherwise be used to enforce notices of violation or citations issued hereunder. For any event described in this Section 6.3, the terminating party must provide fifteen (15) days advance notice to the other party of its intent to terminate, which notice must include the reasons for the termination. Notwithstanding the foregoing, in the event of termination based upon (a) or (b) above, CONTRACTOR may suspend the System and all associated services immediately upon the effective date of such amendment or ruling, as applicable.
- 6.4. **Cessation of Activities Except Pending Violations.** On the termination date (if this Agreement is terminated for convenience pursuant to Section 6.1) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the image capture activities provided by CONTRACTOR under this Agreement shall cease immediately. Nevertheless, unless otherwise prohibited by law, all photo enforcement violations in process or captured prior to the Effective Date of Termination, CONTRACTOR will continue to provide Services related to processing such violations until final disposition is reached.
- 6.5. **Removal of Hardware, Equipment.** Upon the termination of this Agreement, CONTRACTOR shall promptly remove all cameras provided

as part of its Services, as set forth in Section D.11 of the Scope of Services.

## 7. INDEMNIFICATION.

- 7.1. **By the CONTRACTOR.** CONTRACTOR will indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under or in concert with them (the "City Indemnitees") from and against any and all third party claims arising out of or related to: (i) any material breach of the representations and warranties of the CONTRACTOR set forth in Section 25.1; (ii) negligence or misconduct of the CONTRACTOR or its employees, contractors, subcontractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of the CITY or any CITY Indemnitee; and (iii) a claim that the System infringes the copyright or U.S. patent of a third party. In the event a claim of infringement is made or appears likely to be made, the CONTRACTOR will either: (a) enable the CITY to continue to use the System, (b) modify the System to render it non-infringing; or (c) replace the System with a replacement System at least functionally equivalent. If the CONTRACTOR determines that none of these alternatives is reasonably available, the CONTRACTOR will have the right to terminate this Agreement upon thirty (30) days' notice to the CITY.
- 7.2. **By the CITY.** The CITY shall indemnify, defend, and hold harmless CONTRACTOR and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to equipment suppliers and installers) (the "CONTRACTOR Indemnitees") from and against any and all third party claims arising out of or related to: (a) any material breach of the representations and warranties of the CITY set forth in Section 25.2 (b) negligence or misconduct of the CITY or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any CONTRACTOR Indemnitee; or (c) the validity of the results of the CITY's use of the System or any portion thereof; or the validity of any notice of violation or traffic citation issued, prosecuted, and collected as a result of the CITY's use of the System except to the extent caused by the CONTRACTOR's failure to comply with the terms of the Agreement.

## 8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance 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.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand

dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts 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.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. 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 City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach."
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR



under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. In the event that a court of competent jurisdiction declares a judgement against the CONTRACTOR in which the CONTRACTOR is ordered to pay any amount to the CITY, the CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of

the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that to the best of its knowledge it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it knowingly employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that such applicants are given equal treatment in regard to employment opportunities, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** All CITY-specific program data created by the CONTRACTOR in connection with the Services shall become the property of the CITY. CONTRACTOR will receive a broad license back from the CITY to use such de-identified data for statistical purposes and to enhance and extend the functionality of the System. Except for the license granted in this Section 19, the CITY shall have the sole right to use such program data in its discretion and without further compensation to the CONTRACTOR, but any re-use of such program data by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such program data to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF WEST HOLLYWOOD  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069-6216

Attention: Sharon Perlstein, City Engineer

CONTRACTOR: GATSO USA, Inc.  
900 Cummings Center, Suite 222-T  
Beverly, MA 01915

Attention: Andrew Noble, President

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
25. **REPRESENTATIONS AND WARRANTIES**
  - 25.1. **Representations and Warranties by CONTRACTOR.** The CONTRACTOR represents and warrants that at all times during the Term:
    - 25.1.1. The Systems are provided and will continue to perform in accordance with this Agreement;

- 25.1.2. The services described herein will be performed in a workmanlike and professional manner with due care and skill;
- 25.1.3. It is not barred by law from contracting with the CITY or with any other unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the California Department of Revenue unless the CONTRACTOR is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax;
- 25.1.4. The only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the CITY prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that CONTRACTOR, in procuring this Agreement, has colluded with any other person, firm or corporation, then CONTRACTOR will be liable to the CITY for all loss or damage that the CITY may suffer thereby, and this Agreement will be null and void, at the CITY's option; and
- 25.1.5. Neither it nor any of its principals, shareholders, member, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. CONTRACTOR further represents and warrants to the CITY that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.
- 25.2. **Representations and Warranties by CITY.** The CITY represents and warrants that at all times during the Term:
- 25.2.1. It has the legal power to enter into and perform its obligations under the Agreement and that it has complied with any and all applicable federal, State of California, and local procurement requirements in connection therewith; and
- 25.2.2. It will utilize the System and the services in compliance with all applicable federal, State of California, and local laws and in accordance with this Agreement.

**25.3. Exceptions to Warranties.** Except as otherwise provided in this Sections 10.3, 12, 24, and 25:

25.3.1. The parties expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as well as all warranties arising by usage of trade, course of dealing or course of performance.

25.3.2. Unless otherwise provided in this Agreement, CONTRACTOR makes no warranty that the services and/or System will meet CITY's requirements, or that the services and/or Systems will be uninterrupted, timely, secure, or error free; nor does CONTRACTOR make any warranty as to the results that may be obtained from the use of the services and/or System.

**26. LIMITATION OF LIABILITY**

Except for amounts payable with respect to the indemnification obligations set forth in Section 7; (A) Neither party shall be liable to the other for lost profits or for any indirect, incidental, consequential, special, punitive or exemplary damages in connection with the Agreement, the Services, or the Systems, however caused, under any theory of liability; and (B) The aggregate liability of either party for direct damages arising out of the Agreement and the transactions contemplated hereby shall be limited to the fees paid or payable by CITY to CONTRACTOR during the twelve (12) months prior to the event giving rise to such claim. This provision will survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the 5 day of OCTOBER, 2015.

CONTRACTOR: GATSO USA, Inc.

  
\_\_\_\_\_  
Andrew Noble, President

CITY OF WEST HOLLYWOOD:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
Paul Arevalo, City Manager

ATTEST:

  
\_\_\_\_\_  
Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES****Exhibit A****Scope of Services:**

- A. CONTRACTOR shall provide the CITY the technology and business services (the "Services"), including hardware and software to provide and implement Automated Red Light Camera Enforcement Program (the "System") as described in the CONTRACTOR'S June 15, 2015 Proposal to the CITY (Exhibit C), including the following tasks described in this Section A. For the avoidance of doubt, when this Scope of Services refers to hardware, software or other equipment or materials that CONTRACTOR is obligated to provide pursuant to this Agreement, the CONTRACTOR will utilize these items to provide the Services to the CITY and ownership of these System components will remain vested in CONTRACTOR.
- a. Assistance with intersection approach selection.
  - b. Site design, installation, maintenance and operation red light safety cameras at no less than eight (8) approaches identified by the City based on community safety and traffic needs.
  - c. Processing of data and providing access to images and information reflecting possible violations, via a website with industry standard security protocols, to the Los Angeles County Sheriff's Department's (LACSD's) West Hollywood Station for review and authorization of citations by electronic signature for those incidents that meet specified criteria.
  - d. Ability to obtain in-state and out-of-state vehicle registration directly from DMV departments or by using NLETS or both. The CONTRACTOR must hold NLETS Strategic Partner and must have passed the most recent NLETS audit. CONTRACTOR must have authorized access to LexisNexis®, Accurint® or similar system acceptable to the CITY.
  - e. Initial and subsequent mailing of duly authorized Notices of Violation to registered vehicle owners within CITY mandated timeline of 7 calendar days.
  - f. Maintenance of an online internet viewing capability for use by LACSD's West Hollywood Station personnel and members of the public who receive violations in the mail.
  - g. Maintenance and monitoring of all camera system installed equipment remotely and onsite as necessary.



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- h. Provision of fact witness testimony at contested Court hearings for the first three operational months of the program.
- i. Assistance with the development of a public information and community outreach campaign and ongoing Public Service Announcements as deemed necessary by the CITY.
- j. A provision for regular statistical reports of program operations.
- k. Training for CITY and LACSD staff involved in the implementation of the program, as further provided in Section I

**B. System Specifications**

- B.1. The CONTRACTOR will provide all related equipment needed to identify and photograph motor vehicles violating the provisions contained in accordance with California law.
- B.2. The City and CONTRACTOR may mutually agree to increase the number of intersections included in the Program.
- B.3. A photo red light camera system is defined as the operation of all equipment, hardware, software, and personnel required for violator identification, using owner records from the DMV or appropriate out-of-state agency; mail out a citation as approved by the LACSD's West Hollywood Station; and send a notice to appear as approved by the Court and Judicial Council to all red light violators at a designated intersection approach. The CONTRACTOR shall be authorized by NLETS to identify out-of-state license plates. The CONTRACTOR shall have access to LexisNexis® Accurint® or similar system acceptable to the CITY. Required hardware shall include, at a minimum, all computer interfaces, software, digital cameras, flash strobes, sensor arrays, wiring, signage, and any necessary appurtenances to support a fully functional photo red light enforcement system. The City shall require the proposer to install all hardware including sensory arrays.
- B.4. Photo enforcement systems will utilize high resolution, high speed, color digital camera equipment. A megapixel resolution of at least twenty (20) is preferred.
- B.5. A secondary video camera shall be used to capture a short video clip of each violation. High definition video capability is preferred.
- B.6. The CONTRACTOR must provide and install the poles, digital camera

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housings, sensors, related wiring and any ancillary equipment necessary to make the proposed photo red light enforcement system operational.

- B.7. Malfunction of the photo red light enforcement system shall not interfere or cause a malfunction in the normal cycling and operation of the existing traffic control system in place at the intersection.
- B.8. The CONTRACTOR will install the poles, sensors and digital camera systems in accordance with professional standards. The CONTRACTOR will be responsible for submitting any plans as prescribed by City Code, obtaining all necessary permits and adhering to all applicable City and State rules and regulations, signage, and building and construction standards.
- B.9. Installations must conform to all local, state and federal guidelines and be performed by a qualified licensed contractor.
- B.10. Identifying and installing underground facilities, prior to construction, shall be the responsibility of the CONTRACTOR, except as specifically set forth in Section M.3. When the installation occurs in the public right of way they must be located directly by City public works and/or transportation departments.
- B.11. The CONTRACTOR will provide digital camera systems capable of photographing both the front and rear of vehicles whose drivers commit red light violations. Additionally, the digital camera systems must be capable of clearly photographing and recording the identification of the driver of the vehicle that is reasonably believed to be committing a red light violation. The digital camera systems shall be capable of consistently obtaining an image of the front of those vehicles so as to clearly identify the driver. They must also obtain a clear image of the rear of vehicles so as to clearly identify the license plate. Images shall be clearly discernible and visible to the naked eye and without the use of enhancement equipment to view the photograph of the violator vehicle. Further, the digital camera systems must be capable of consistently obtaining photographs of both reflective non-reflective license plates, regardless of glare. The cameras shall have the ability to operate effectively during nighttime operation and all weather conditions, including extreme heat and cold and fog and rain.
- B.12. The ability of the digital camera systems to accurately detect red light violators 24/7 except during commercially reasonable system maintenance or repair periods and Force Majeure events.
- B.13. The digital cameras shall have the capability of operating effectively

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under all weather conditions, including extreme heat and cold.

- B.14. Systems that do not use flood lights and/or more than one high speed strobe light for each camera are preferred.
- B.15. Each digital camera system shall be capable of accurately monitoring up to three traffic lanes for red light violations occurring concurrently; and shall be capable of separately identifying concurrent violations.
- B.16. Systems that use a single camera to document the red light violation from the rear and a single camera from the front to capture the drivers face are preferred.
- B.17. System Maintenance; Repairs; Logs. CONTRACTOR shall maintain the System and shall promptly repair or replace any damaged or defective equipment at its own expense except if the damage was caused by the negligent operation of a CITY owned or controlled vehicle. CONTRACTOR shall perform preventative maintenance and cleaning of System components on a regularly scheduled basis, including review, cleaning and testing of camera settings and operation, communications, and other System components. CONTRACTOR will use commercially reasonable efforts to notify the CITY and initiate repairs to the System within forty-eight (48) hours after identification of any damage or a defect.
- B.18. The CONTRACTOR shall provide an internet site that utilizes industry standard security protocols through which the LACSD West Hollywood Sheriff Station can review, and accept or reject citations. Other information gathered by the camera systems should be available on this Internet site.
- B.19. CONTRACTOR shall use isolation relays or equivalent to protect traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the NEMA standards and must demonstrate that the system cannot record any such erroneous violation (e.g. when the traffic signal is not in the red phase).
- B.20. The system should provide remote diagnostics to identify any system failures and electronically notify the CONTRACTOR of such failures and system shut down. CONTRACTOR to maintain maintenance logs and provide methods for calibration, including self-calibration, of the equipment.
- B.21. The CONTRACTOR's digital camera system shall monitor status of the traffic signal via 120 VAC field terminals.

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- B.22. Systems that use less than 1 amp of power are preferred.
- B.23. From point of data capture, all camera photos and accompanying video sequences must be capable of storage and transmission and capable of maintaining a chain of custody of evidence, including data and images collected, using industry standard security protocols.

**C. Plans and Permits**

- C.1. CONTRACTOR shall apply for a No-Fee City Encroachment Permit prior to installing any equipment or hardware within the right of way; modifying any City owned facility; or performing any sidewalk, shoulder or lane closure. All RLC equipment, such as pole type, foundation, pull boxes, conduit and wiring shall be designed and constructed per the City's standard specifications and standard details.
- C.2. All construction design plans shall be prepared by a California Registered Civil or Electrical Engineer, and shall be subject to the City's plan check, permitting, and inspection procedures.
- C.3. All As-Built plans shall be prepared and approved by a California Registered Civil or Electrical Engineer for all intersections. It shall be the CONTRACTOR's responsibility to ensure that each As-Built plan for each intersection is properly prepared and maintained to accurately reflect any and all subsequent modifications, upgrades or adjustments
- C.4. Up to date As-Built plans shall be maintained at both the CONTRACTOR's office and at the City's Department of Public Works.

**D. Camera and Pole Installation**

- D.1. The cameras will be installed by CONTRACTOR on CITY owned or controlled poles at the selected intersections. The CITY will provide CONTRACTOR with access to such poles and electricity for operation of the cameras on such poles at no charge to CONTRACTOR.
- D.2. CONTRACTOR shall prepare all permit applications, design drawings or other related documents as may be reasonably required by the CITY or any other governmental entities for the installation and operation of the cameras. The CITY will provide the CONTRACTOR, at no cost, all CITY permits necessary for the operation of the System and provision of the Services, provided CONTRACTOR meets the minimum requirements for such permits. CONTRACTOR will use commercially reasonable efforts to obtain any other necessary permits for the poles from applicable

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agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the System. The CITY will reasonably assist CONTRACTOR in securing necessary permits from other governmental agencies, as required.

- D.3. CONTRACTOR will commence installation of the camera poles within ten (10) business days after any and all necessary State, County, and CITY permit applications have been approved and such permits received. CONTRACTOR shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. CONTRACTOR will use commercially reasonable efforts to complete installation of the System in a timely manner.
- D.4. In the event any agency requires one (1) or more upgrades to any CITY owned or controlled equipment at any intersection where the System will be installed, such upgrades shall be the sole responsibility of the CITY.
- D.5. CONTRACTOR may elect to add a separate circuit breaker to the traffic control system power source to obtain electric power for the System.
- D.6. During the initial installation at the commencement of this Agreement, in the event there is no feasible pole located at an identified location, CONTRACTOR will install a pole at such location at no cost to the CITY.
- D.7. CITY may request CONTRACTOR to relocate each camera once during the Initial Term or any Renewal Term at no cost to the CITY.
- D.8. If the CITY requests CONTRACTOR to relocate a camera more than once during any Initial Term or Renewal Term, or to a location where no viable CITY owned or controlled pole currently exists, the subject work shall be deemed Extra Work, to be paid to the CONTRACTOR by the CITY in addition to the monthly fee for each camera approach. Prior to commencing an Extra Work camera relocation, CONTRACTOR shall provide a written cost proposal to the City Engineer for review and approval. Upon approval, CONTRACTOR shall perform the relocation and submit an invoice to the CITY for the Extra Work.
- D.9. Upon ten (10) days' prior written notice from the CITY, CONTRACTOR will move a Camera to a new CITY-owned or controlled pole identified by the CITY, in the manner described in D.7 and D.8 of this Scope of Services.
- D.10. The CITY may elect to have CONTRACTOR train one (1) or more technical staff members in how to move an installed Camera to a new location with a CITY-owned or controlled pole, including how to attach

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and align the Camera to, as well as how to coordinate with CONTRACTOR personnel for necessary technical adjustments for, a new Camera location. Once CITY designees have completed such training, upon seven (7) days prior written notice from the CITY, such designees may relocate a camera on a mutually agreed date and time in accordance with such training to a location with a viable camera pole. The CITY shall be responsible for any damage to a CONTRACTOR camera incurred during any relocation by the CITY. The CITY will not access, move or otherwise tamper with an installed camera except as specifically set forth in this Section.

- D.11. Removal of Hardware, Equipment; Restoration. Upon the termination of the Services Agreement, CONTRACTOR shall remove any camera poles installed by CONTRACTOR and related equipment and restore such intersections to substantially the same condition as existed prior to this Agreement. Notwithstanding the foregoing, CONTRACTOR will not remove any camera pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. CONTRACTOR shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the effective date of termination and do not unreasonably interfere with or adversely affect traffic flow.

**E. Customer Service Requirements**

- E.1. CONTRACTOR shall provide and maintain an Internet site that utilizes industry standard security protocols for customer support to address citizen concerns and to allow viewing of violation photographs by the person named in the complaint, the admitted driver, or the responsible party in the case of a business or a government-owned vehicle. This Internet site shall provide the images and video clip of the violation for viewing by the violator. This Internet site shall be available 24/7 except during commercially reasonable system maintenance or repair periods and Force Majeure events. The CONTRACTOR shall also provide a local or toll free telephone number for the public, staffed during normal business hours (9 AM to 5 PM, PST, Monday thru Friday), to answer questions concerning either the program or a specific complaint.
- E.2. The CONTRACTOR shall have bilingual capabilities to respond to inquiries by telephone in English/Spanish and English/Russian. The CONTRACTOR shall provide trained staff with experience in a customer service environment to handle calls from the public.

**CITY OF WEST HOLLYWOOD  
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- F.1. For the purposes of this proposal, the terms "citation," "complaint," "notice of violation" and "charge" are synonymous and interchangeable. The term "court" is the Superior Court of California- Los Angeles County West Branch Traffic Division. All citation processing shall be accomplished in a manner approved in advance by the City.
- F.2. CONTRACTOR will upload encrypted violation images and embedded violation data to a CONTRACTOR server in a timely manner. CONTRACTOR shall correlate images and data with DMV records, and shall assemble the images and data into an electronic violation package (a "Violation Package") in such a manner so as to allow the CITY to carry out those responsibilities set forth in Section M.1 of this Scope of Services.
- F.3. CONTRACTOR shall process Violation Packages through a system that shall be accessible by the LACSD West Hollywood Sheriff Station through the internet to review, and approve or reject, each violation before a notice of violation is issued related to that violation. CONTRACTOR shall notify the CITY of the list of supported web browsers for accessing this system. CONTRACTOR will use commercially reasonable efforts to process violation images and send a Violation Package to the LACSD for review within four (4) calendar days after the violation has occurred. CONTRACTOR shall provide reasonable aid and assistance in the prosecution of citations issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no charge to the CITY.
- F.4. All processing procedures shall be conducted in a timely manner and in accordance with applicable court rules, state and local laws.
- F.5. In and out of state vehicle registration information is required to issue citations. The CONTRACTOR shall demonstrate the ability to obtain and maintain access to the California DMV computer system to provide the required registered owner information and driver's license information. CONTRACTORS that are NLETS approved Strategic Partners will be preferred.
- F.6. Citations should be separately issued from a unique complaint number series and filed separately with the Court.
- F.7. Citations must be approved and issued by the LACSD West Hollywood Station before mailing by CONTRACTOR. The notice of violation must

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meet Court requirements before it is mailed. The certificate of mailing, required by CVC 40518, must be a certification issued by the Post Office. Copy of the certificate must be provided to the Court. The CONTRACTOR must provide the Court with true and correct copies of the Notices to Appear.

- F.8. After the CITY's review and approval of a violation as set forth in Section M.1 of this Scope of Services, CONTRACTOR shall issue a notice of violation with images and data related to the notice of violation by mail within seven (7) calendar days. The System shall allow the registered owner or owners of a cited vehicle to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code issued as part of the notice of violation.
- F.9. The CONTRACTOR shall bear the costs for the printing and mailing of notices of violation, as well as other associated costs and expenses required to manage a professional processing center.
- F.10. The CONTRACTOR shall be responsible for processing all images and recording of all data related to individual citations.
- F.11. The CONTRACTOR must operate, maintain, and run its own processing and mailing center to protect the chain of evidence, and shall ensure there is a clear unobstructed image for each citation sent out.
- F.12. If a registered owner disputes responsibility for a violation and a different violator is identified by the recipient of the notice of violation, then CONTRACTOR will reissue the citation to that different violator within ten (10) days after such identification.
- F.13. The driver should be visible and recognizable. Visual blockage of other vehicle occupants will be a business decision made by the LACSD West Hollywood Station.
- F.14. All images produced by the CONTRACTOR shall be used solely for prosecution of red light violations, except as otherwise permitted or required under applicable law.
- F.15. All images, which result in the issuing of a citation, shall clearly show the following:
  - a. A motor vehicle committing a suspected violation
  - b. A driver's face
  - c. An unobstructed rear license plate
  - d. The color of the traffic signal



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- e. A physical location where the suspected violation occurred
- F.16. All images shall include a data line with the following information imprinted upon the image, but not obstructing the violation images:
- a. Day, month, and year of the suspected violation
  - b. Time of the suspected violation (hours: minutes: seconds)
  - c. Traffic signal phase
  - d. Direction of the vehicle photographed
  - e. Location code
  - f. Elapsed time from beginning of the red indication
  - g. Duration of the preceding yellow indication
  - h. Posted Speed Limit
- F.17. In addition to the information listed above, the data line on the second image should also include the elapsed time from the first image.
- F.18. The images created must show the driver's face clearly enough to permit positive identification. Vehicle registration information should match the make and model of the vehicle in the photograph. The LACSD West Hollywood Station issues all of the citations and establishes regulations as to how processing of the citations will occur.
- F.19. The CONTRACTOR shall require a second review of all suspected violation images to ensure no misread registration plates will result in faulty citations
- F.20. The CONTRACTOR shall provide a method for the examination, retrieval and/or reproduction of images for any photographed vehicle, as requested or authorized by the LACSD West Hollywood Station. The method provided by the CONTRACTOR shall also include direct access to all pertinent violation data, violation images and associated video to be used in Court Packets.
- F.21. The CONTRACTOR shall provide photographs with the citation for viewing by the citizen in receipt of the complaint. Optional customer-violator access to photographs and video clips, over an Internet site with industry standard security protocols, is preferred.
- F.22. Contractor shall retain confidential photographic records made by the automated enforcement system and confidential information obtained from DMV for administration or enforcement up to six (6) months from the date the information was first obtained, or until final disposition of the citation, whichever date is later, after which time the information shall be destroyed in a manner that will preserve the confidentiality of any person

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included in the record or information (CVC 21455.5(e)(3)). Contractor shall retain records documenting the issuance of citations for traffic signal violations exclusive of confidential records and information per CVC 21455.5(e)(3) for two years or final disposition of citation whichever is longer per Government Code (GC) 34090.

- F.23. The CONTRACTOR shall maintain a proper evidence chain of custody, in accordance with established law, that meets the City requirements.

**G. Computer Hardware and Software**

- G.1. CONTRACTOR shall provide and maintain computer hardware and software needed to process citations
- G.2. In the event CONTRACTOR makes upgrades to the software or related performance capabilities of the System generally available to its customers, CONTRACTOR will provide such upgrades without charge to the CITY. Examples of these types of upgrades include compression rates, meeting federal or state statutes or regulatory requirements, maintenance software applications such as door open monitoring, humidity readings & CPU usage. Assessment of need shall occur on January of each year.
- G.3. CONTRACTOR is responsible for the installation and maintenance of high-speed Internet connections at each intersection. The CONTRACTOR shall be responsible for all costs associated with the connection service.
- G.4. In support of City and Superior Court operations, Contractor shall create and maintain an internet site that provides the ability for alleged violators to review citations and color photographs while ensuring confidentiality, general information to the alleged violators regarding the system, and information regarding the status of a specific citation. The public must have the ability to view the citation, the photos and video of the violation on the website 24/7 except during commercially reasonable system maintenance or repair periods and Force Majeure events. (CVC 21455.5(f)). City shall review all information contained and provided by the internet site prior to the Contractor's implementation.

**H. Reporting and Management Meeting**

- H.1. The CONTRACTOR shall have available on-line, through the designated LACSD staff person and CITY staff person, a monthly report of photo red light enforcement results.

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- H.2. Reports shall be current and available at all times on-line. The monthly reporting capability shall include a minimum of the following information:
- a. Total number of violations captured by red light camera systems
  - b. Total number of actionable violation images by red light camera systems
  - c. Total number of un-actionable violation images by red light camera systems, itemized by reason for non-issuance
  - d. Total number of citations filed with the Court for red light violations
  - e. Total citations paid
  - f. Total revenue collected
- H.3. The CONTRACTOR shall provide any other such report(s) and document(s) as are reasonably necessary to assure compliance with the City's guidelines, applicable law or is otherwise helpful in further the mission of the red light enforcement program.
- H.4. CITY may schedule monthly or as-needed meetings with CONTRACTOR and/or the Superior Court to exchange information on administration of the red light camera system. These meetings, should they be required, shall be scheduled at the CITY's request anytime during the Term of Agreement.

**I. Training**

- I.1. The CONTRACTOR shall provide reasonable and necessary on-site training in the operation of the digital camera systems for appropriate City staff, LACSD personnel, Superior Court of California for Los Angeles County Hearing Officers, and other officials involved with the use of the system. This training shall provide an understanding of how the digital camera system operates and a detailed understanding of how the photo red light system interfaces with the City's traffic signal equipment. City shall be entitled to inspect CONTRACTOR's facilities upon reasonable prior written request at all times during regular business hours.
- I.2. The CONTRACTOR shall provide training on any proposed use of CONTRACTOR's computer system, and internet-based access, to authorized City staff.
- I.3. The CONTRACTOR shall submit an overview of the training of its employees and any fact witnesses the City, Court, or CONTRACTOR will require to further the efforts of the program.

**J. Court Testimony**

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- J.1. The CONTRACTOR shall provide documentation as reasonably necessary to describe the maintenance, repair records, technical operation of the digital camera systems and related equipment for contested citations.
- J.2. If the court requires a fact witness or percipient witness regarding the authentication and/or foundation for the admission of evidence, testimony by witnesses will be provided by CONTRACTOR at no additional cost to the City. The need for this service is ongoing and is dependent upon the requirements of the Superior Court.

**K. Discovery/Public Records Requests**

- K.1. CONTRACTOR shall coordinate with the CITY and City Attorney on any and all discovery and/or public records requests pursuant to Penal Code sections 1054 and 1054.1, and Government Code sections 6250 et seq., as well as all other applicable laws related to such requests.

**L. Community Awareness**

- L.1. The CONTRACTOR shall assist with the design of an on-going media campaign, to be implemented by the Police Department, to provide awareness to the citizens and visitors of the City. In addition, the CONTRACTOR may be required to attend public meetings and assist the LACSD and any other appropriate City staff in demonstrating the equipment used for the RLC Enforcement Program.
- L.2. The CONTRACTOR shall provide advanced warning signs for all approaches of an enforced intersection in accordance with the California Manual on Uniform Traffic Control Devices and the California Vehicle Code.
- L.3. News releases pertaining to this procurement or any part of the subject shall not be made without prior written approval of the City Engineer. Notwithstanding the foregoing, CONTRACTOR may include a reference to the CITY in a general client list used for marketing purposes.

**M. Responsibilities of the CITY**

- M.1. Review of Violations. The CITY will provide sworn LACSD personnel to carefully review each Violation Package to determine whether: (a) the violation is approved and notices of violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the CITY Project Manager will report to CONTRACTOR the basis for the rejection. The CITY is

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solely responsible for determining which violations identified by CONTRACTOR are issued as citations.

- M.2. Access to Information Services. To the extent required by NLETS, the CITY will provide written authorization (in a form reasonably acceptable to the CITY) for CONTRACTOR and its subcontractors to perform Motor Vehicle Division inquiries on behalf of the CITY.
- M.3. Preexisting Camera Poles. The CITY shall require that the previous Automated Red Light Camera Enforcement System vendor retain in place, and not render unusable, the following: (a) concrete foundations for each existing camera pole; (b) conduits to such concrete foundations; (c) wiring within such conduits; and (d) any existing advance warning signage for enforced intersection approaches.

**Special Payment Terms:**

The CITY shall pay to CONTRACTOR a "Monthly Per Approach Fee" of \$4,943.00 per month per enforced intersection approach.

CONTRACTOR shall be compensated a fixed fee in an amount up to \$474,528 per year for a total not-to-exceed value of \$2,373,640 to provide a System with eight (8) camera approaches for five (5) years of services pursuant to this Agreement

The Monthly Per Approach Fee shall be CONTRACTOR'S sole compensation for the Services described herein. Except as explicitly set forth herein, all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the System and all related hardware and equipment shall remain the responsibility of the CONTRACTOR.

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**Exhibit B**

**Certificate of Exemption from  
Workers' Compensation Insurance**

**TO:** City of West Hollywood

**SUBJECT:** Sole Proprietor/Partnership/Closely Held Corporation with No Employees

**Not applicable**

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature \_\_\_\_\_

Printed Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_

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BOND #PB 022175 00034

**PERFORMANCE BOND**

(TO BE EXECUTED WITHIN 5 (FIVE) DAYS OF CONTRACT AWARD)

**AUTOMATED RED LIGHT CAMERA ENFORCEMENT SYSTEM PROJECT**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS the CITY of West Hollywood (Owner) has awarded to GATSO USA, Inc., as principal hereinafter designated as the "Contractor," a contract to provide services for the Automated Red Light Camera Enforcement System

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the Owner in the penal sum of Four Hundred Seventy Four Thousand Five Hundred Twenty Eight Dollars (\$474,528), which is 100 percent of the total contract amount for one year of the above stated project, to be paid to the Owner, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided on its or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court. Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner effect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the  
2nd day of November, 20 15.

**CONTRACTOR**  
GATSO USA INC.

BY [Signature]

**SURETY**  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BY [Signature]  
Jerome S. McCue, Attorney-in-Fact

Subscribed and sworn to this 2nd day of November, 20 15.

Notary Public Suzanne E. Schumacher



CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES

BOND #PB 022175 00034

**PAYMENT BOND**

(TO BE EXECUTED WITHIN FIVE (5) DAYS OF CONTRACT AWARD)  
**AUTOMATED RED LIGHT CAMERA ENFORCEMENT SYSTEM PROJECT**

WHEREAS, the CITY of West Hollywood (Owner) has awarded to GATSO USA, Inc., as Contractor, a contract to provide services for the Automated Red Light Camera Enforcement System.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the CITY of West Hollywood as Owner in the penal sum of Four Hundred Seventy Four Thousand Five Hundred Twenty Eight Dollars (\$474,528) which is 100 percent of the total contract amount for one year of the above stated project, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 2nd day of November, 2015.

**CONTRACTOR**  
GATSO USA, INC.  
BY \_\_\_\_\_

**SURETY**  
PHILADELPHIA INDEMNITY INSURANCE COMPANY  
BY Jerome S. McCue  
Jerome S. McCue, Attorney-in-Fact

Subscribed and sworn to this 2nd day of November, 2015.

Notary Public Suzanne E. Batmacic





PHILADELPHIA INDEMNITY INSURANCE COMPANY  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jerome S. McCue; Marcia W. Thompson OF THE CITY OF FRAMINGHAM, STATE OF MASSACHUSETTS**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

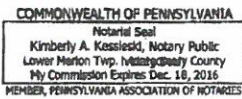
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: \_\_\_\_\_  
residing at: Bala Cynwyd, PA  
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>TH</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of November, 2015.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

# EXHIBIT C

EXPERTS IN TRAFFIC ENFORCEMENT




## WEST HOLLYWOOD, CA


Automated Red Light Enforcement Services

*Due 06/16/15 @ 10:00 AM*



**Contact: Andrew Noble**

 (978) 922-7294 x210

 (978) 922-7293

 a.noble@gatso.com

# GATSO'S STORY IN NUMBERS

---

5% reduction in speed results in 20% reduction in fatal crashes<sup>1</sup>

**30 years**  
the longest active GATSO-system

**56 years**  
of experience

**20-50 million**  
people injured on roads every year<sup>1</sup>

**45,000**  
GATSO-systems delivered  
around the world

**60 countries**  
worldwide with GATSO-systems in operation

**\$500 billion**  
economic consequences  
of crashes<sup>1</sup>

**1.3 million**  
people killed on roads every year<sup>1</sup>

**100%**  
evidence integrity

<sup>1</sup>Sources: WHO - Global Plan for the Decade of Action for Road Safety 2011-2020

This RFP proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or part for any purpose other than to evaluate this proposal. The data subject to this restriction will be noted as "Protected Data"

June 15, 2015

City of West Hollywood  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069

**Re: AUTOMATED RED LIGHT CAMERA ENFORCEMENT SERVICES FOR THE CITY OF WEST HOLLYWOOD**

Dear Selection Committee:

GATSO is pleased to provide this solicitation response to the City of West Hollywood for turnkey red light camera enforcement services. Our submittal will include a brief overview of our company and a detailed narrative of our technology. Response information will be presented in the format and sequence requested by the City. Each specification and functional requirement outlined in *Section III Requirements* will be met and exceeded by GATSO.

GATSO is the world's largest and most established automated traffic safety enforcement company. We are the only vendor that designs, manufactures and services our entire solution platform. GATSO boasts a 57-year legacy of industry achievement, and an installation base of over 45,000 systems in 60 countries across the world. Ongoing Major Projects include:

- 2015** Albany, New York – **64** Red Light Cameras
- 2012** Project EG100, Netherlands – **237** Red Light/Speed Cameras
- 2009** Interior Ministry, France – **477** Red Light/Mobile Speed Cameras
- 2010** Queensland, Australia – **107** Red Light/Speed Cameras
- 2008** Department of Transport, Hong Kong – **77** Red Light Cameras
- 2012** Winnipeg, Manitoba, Canada – **48** Red Light/Speed Cameras
- 2009** Cedar Rapids Iowa – **30** Red Light/Speed Cameras

This international acceptance speaks to our ability to meet a wide variety of technological, governmental, regulatory and performance challenges. Our equipment enjoys the highest level of national and international certification, and most importantly is considered the de facto standard for automated photo enforcement around the world. Our reputation speaks for itself in the areas of integrity and ability to deliver...

The West Hollywood program will be provided with our newest and most advanced technology and back-office platform, as well as the proven commitment from GATSO to deliver the best possible enforcement program. Importantly, the West Hollywood program will enjoy the efforts of our internal software developers, software engineers and programming specialists to ensure that police and court system integration will be seamless. Our systems were built upon elemental data and framework foundations to allow



maximum flexibility regarding legacy system interfaces and sharing. Our offering will be the T-Series Enforcement Platform with XILIUM, our latest photo enforcement and back-office software solution. Its scalability, ease of installation and service, and sheer performance make it the industry's most sophisticated intersection imaging and detection solution. Our design philosophy included the following must-haves:

- » A fully turnkey RLC enforcement and back-office solution
- » Built-in deployment flexibility and wireless utility
- » Unmatched system robustness and ease-of-use
- » Web-based, multi-platform user interface & XILIUM Back-office Software Suite
- » Local and remote access, setup, configuration and control
- » Virtual lane designation and wireless signal recognition technology
- » Self-communicated, port-forwarded system status reports
- » In-house inventory control and manufacturing quality control
- » Latest TLS and IPsec standards for data transmission and system security
- » Unparalleled international certification

We are proud of the fact that with our technology you also get GATSO as a partner. As West Hollywood is aware, this is an industry that finds itself in a constant battle against negative public perception. We as a company strive to remain true to the genuine intent of automated photo enforcement programs - public safety. We strive to foster alliance and trust with each of our business associates. Automated enforcement programs are indeed partnerships to GATSO, and unlike other vendors, and negative accounts about our business ethics are virtually unheard of. We welcome a vigorous review of our reference accounts.

GATSO USA is an Nlets Strategic Partner, with Nlets-hosted secure storage servers. We have authorized access to the LexisNexis information resource. Our solution is fully compliant with all applicable laws, including the California Vehicle Code. Our Project Manager Rich Kosina is fully versed in all local, state and federal installation guidelines, having managed the initial installation of the existing West Hollywood system. We are fully versed in the document retention/confidentiality, citizen review, and public records guidelines per the CVC and governing statutes.

GATSO would truly welcome the opportunity to partner with the City, and we thank you for your kind consideration. Please call me directly if I can be of assistance or service.

A handwritten signature in blue ink, appearing to read "A. Noble".

Andrew Noble – President  
GATSO USA

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### Iconography



Remember



Did you Know?




Important



Technical

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# Red Light Enforcement Solution

Fully Integrated. Fully Wireless.

The T-Series camera platform was designed specifically for traffic enforcement, period. Some solutions make use of off-the-shelf cameras from Nikon or Canon, for example, but with almost 60 years of serious enforcement experience – purpose-built is the only answer for GATSO.



## System Specifications

|   |  |  |   |
|---|--|--|---|
|  <p><b>6</b><br/>Lanes<br/>Of Coverage</p> | <p><b>30</b><br/>FPS<br/>Video</p>   | <p><b>20</b><br/>Megapixel<br/>Imaging</p>  | <p>Simultaneous<br/>RLC &amp; Speed<br/>Enforcement</p>  |
|   | <p>Virtual<br/>Traffic<br/>Signal<br/>Connection</p>    | <p>IP66 Rated<br/>Cabinet</p>               | <p><b>6 Meter</b><br/>Mount Height</p>                   |

**RED LIGHT ENFORCEMENT**

The T-Series from GATSO is an all-in-one Red Light/Speed Enforcement platform. It is designed to be installed on new or any piece of existing infrastructure in the vicinity of the intersection approach or speed zone. Its advanced technology allows it to enforce the widest intersections and the largest speed zones with extreme accuracy. It is engineered to perform flawlessly without traffic signal controllers, inductive in-ground loops and data lines. It requires only a single pole per system with power, and can be installed in less than two hours if existing street furniture dictates. Its components are ruggedized and robust - built for uptime in the harshest environments.

**PRIMARY ENFORCEMENT COMPONENTS**

Platform - 20"x8"x22"  
\*meets IACP standards\*



Imaging Unit - 4"x5x4"



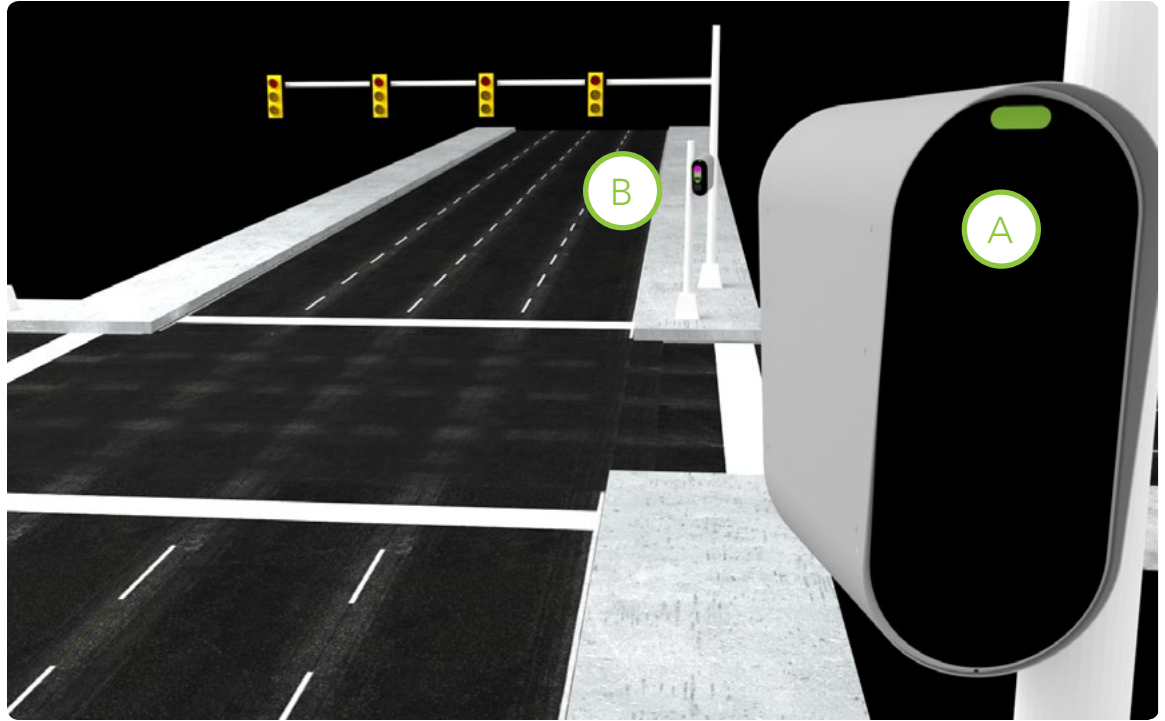
Flash Units  
White Flash - 1.7"x4.5"x2.8"  
Infrared Flash 1.3"x3.4"x7"



Decision Unit - 3"14"x8"



## Installation



Detection and imaging lanes 1,2,3,4



Front imaging unit

### SINGLE POLE INSTALLATION

Installation is straight-forward. A single pole set at a wide functional range of 130 to 180 feet from the center of the intersection will constitute the primary rear system buildout. The front imaging unit will be mounted at variable height and distance, utilizing the best possible angle for driver image capture. Each individual camera unit can be accessed remotely, and image quality adjustments can be made online by technicians at GATSO. Other vendor systems may require a second rear imaging unit and flash located nearer to the intersection to capture plate images. Not GATSO.

### OCCLUSION MINIMIZED

For wider intersections up to six lanes in width, mount-height is variable. Slightly higher unit placement will resolve two primary issues with wide-zone enforcement. First, the higher placement will help to minimize the occlusion caused by higher vehicles entering the "line-of-sight" of the tracking radar. The detection angle will create more "separation" between vehicles and ensure that accurate tracking is achieved. Secondly, the higher angle will ensure that the plate capture ability of the video and imaging system will not be impeded across four, five or six lanes. This is an enforcement model that has been extensively tested by GATSO engineers, allowing for the highest rate of accurate detection and capture with a minimal amount of intersection buildout.

# FRONT / REAR IMAGING

## IMAGING SYSTEM

Our latest imaging solution, the GT20, is a SINGLE camera system utilizing full-time 12-bit imaging and a 20MP ultra-sensitive CMOS sensor. GATSO feels our purpose-built system strikes a perfect balance of pixel density and quality with high-sensitivity and conditional flexibility. Most photographic experts will agree that 16-20MP is the upper limit of requisite pixel density for capturing, cropping and presenting a violation event. Other fine variables such as aperture type, shutter speed, ISO, depth-of-field, focal length, Bayer filter mosaic and moiré patterns are equally important to the overall performance of an imaging solution.

### ULTRA HIGH RESOLUTION

- » 20 Mega-Pixels @ 30 FPS
- » Live & retrospect PTZ
- » Wide/High Dynamic Range

### MULTI VIEW ARCHITECTURE

- » 30 fps / motion detection
- » Region of Interest (view)
- » Automatic light control
- » Full Flash control (including IR)

### EXCEPTIONAL LOW LIGHT PERFORMANCE

- » Custom sensor
- » 35mm full frame sensor
- » Extremely low pixel noise
- » SLR Lens



**!** A single GT20 camera produces both still image and video evidence



Front / Rear RLC enforcement installation.

### GT20 FRONT FOR DRIVER IMAGING

Experience and testing has indicated that the front camera in a front/rear system is at least as important as the rear unit. As noted both our rear & front units are designed to capture both full HD video and dense 5120x3840 resolution images. The extremely dense images are critical for providing the zoom-in capability required to capture driver images.

introduces image quality issues that have limited the effectiveness of many programs. These inhibitions can cause real challenges to installation and performance of the front unit. These unique imaging obstacles need to be overcome in the laboratory and in the field through engineering and testing. Our engineers have designed and calibrated our front end imaging and IR flash solution with a number of these specific variables in mind. As noted, GATSO designs and manufactures its own imaging solutions. We do not depend on third parties or off-the-shelf imagers - we engineer our own solution.

### ADVANCED SOLUTION

Today's advanced windshields are light and heat inhibiting by their purpose, and the severe angle of the screen

---

#### IMAGING FEATURES

- » Huge imaging sensors - 5120x3840
- » Transparent Bayer Pattern pixel array
- » Constant ambient-light monitoring with TTL technology
- » 12-bit ADC resolution
- » Extremely low flash requirement - always <70 watts
- » Virtual "Through-the-Lens" signal phase recognition
- » Fully electronic – non-mechanical shutter



Flash Unit



FLASH SYSTEM

The imaging system continually monitors light at the roadway installation using Through-the-Lens (TTL) technology. When the system senses a violation event, the camera sends a distinct electronic frequency to trigger the flash unit. The flash unit then outputs the precise amount of light to properly illuminate the violating vehicle - typically 40 watts or less. In all cases, this is never greater than 70 watts, and often much less thanks to the low light capability of the 12-bit camera, negating the need for overly bright and obtrusive lighting. 40-70 watts is extremely small when compared to most other suppliers of consumer grade off-the-shelf flash units which often output an unacceptable level of illumination.

FRONT FLASH

The GT20 sensor and invisible IR Flash have the capability to use two different exposure times for a single front image. By defining a shorter exposure time for the lower part of the image both the license plate and driver face are correctly exposed.



Vehicle Detection

RADAR DETECTION

Our Loopless Radar System is a wireless, tracking radar. In simple terms this means it can detect and track up to 32 different vehicles simultaneously as they travel toward and through the intersection approach. Both the speed and position of the vehicles are accurately measured and tracked, providing the system with all the data required to confirm red light violations. Its wide coverage area and ability to track multiple vehicles make the GATSO radar the ideal solution for dense traffic and busy enforcement scenarios.

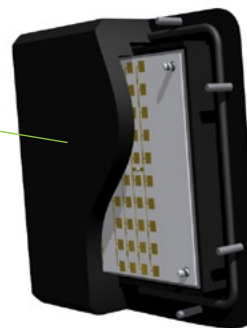


TECHNICAL FEATURES

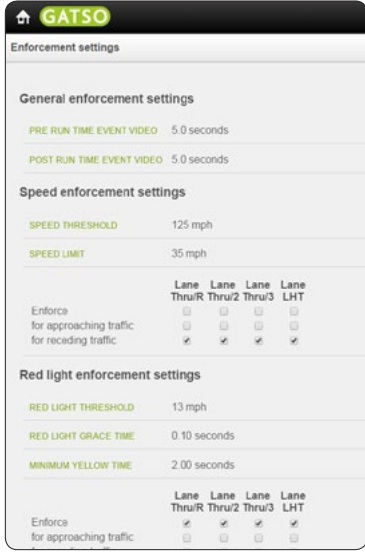
- » OIML R91 approved K-band ISM
- » No rest / no recoil
- » Lane indication
- » ZERO false triggering
- » Vehicle Classification
- » Vehicle "Targeting"

DEPLOYMENT FEATURES

- » Fully wireless, loop-free installation
- » Massive 150 meter coverage range
- » 32-vehicles simultaneous tracking
- » 6 lanes of coverage



### Enforcement Zone Set-up

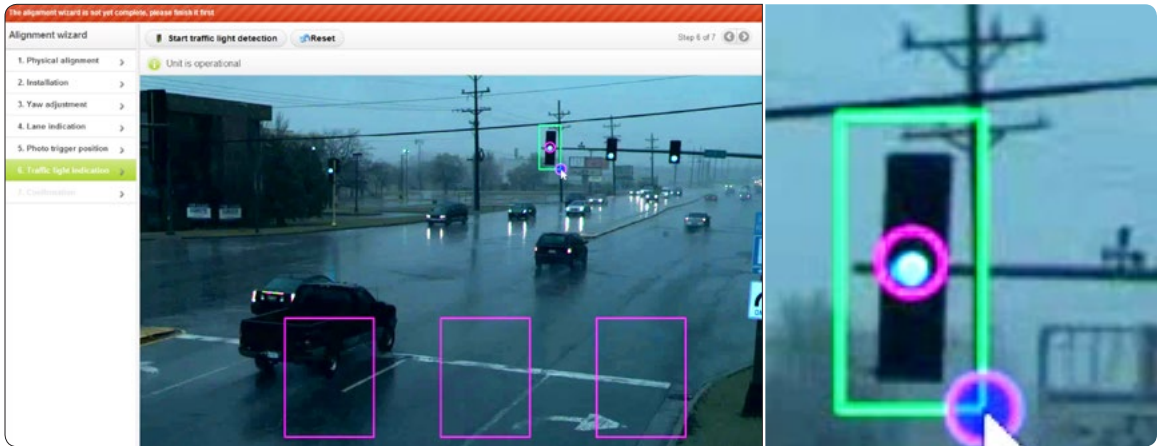
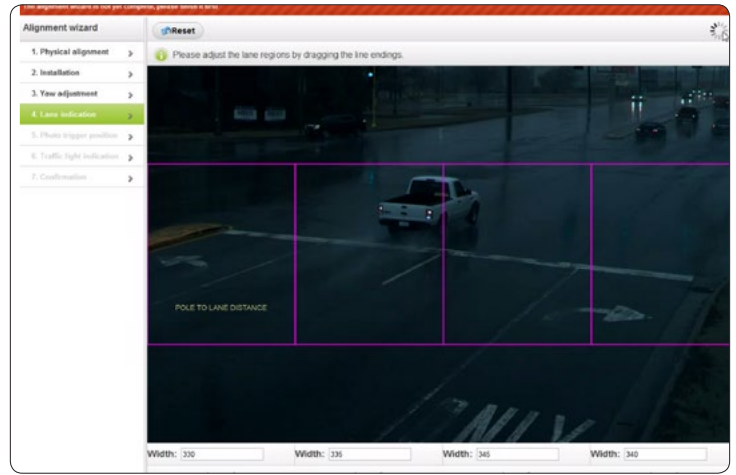


### ENFORCEMENT SETTINGS

The Enforcement Settings screen gives an overview of the actual enforcement settings for each individual lane. Settings for video length (the included video clip before and after the violation); lane-specific speed threshold & speed limit; and lane-specific red light threshold, red light grace time and minimum yellow time settings are all input per the business rules of the program.

### RADAR SET-UP

Our unique lane-plotting wizard demarks specific lanes with specific speed thresholds and signal phases. This negates the need for physical disturbance of the roadway with wired sensors, and will expedite setup and ongoing reconfigurations.



### TRAFFIC LIGHT SET-UP

Our Vision Traffic Light Interface will “virtually” assign a specific traffic light signal head to a specific lane. The system recognizes individual phases of the signal based on the illumination of the particular bulb - red, yellow, green or turn arrow. This provides critical visual evidence in an image set, and captures **EXACTLY** what the driver sees at the intersection.

Databars

### STILL IMAGE DATABAR

The databar is divided in four sections.

| Event summary         | Measurement details | Enforcement         | Location/Equipment | GATSO                           |
|-----------------------|---------------------|---------------------|--------------------|---------------------------------|
| Date: 08/15/2014      | Lane: All           | Offence: Red        | RoadSign: 40 mph   | Installer: Gatso USA            |
| Time: 09:31:18        | Speed: 14 mph       | Direction: Receding | RedGrace: 0.1 s    | Location: WB Old Welsh/Old York |
| EventNr: 4958         | Red on: 1.0 s       | ImageNr: 1          |                    | SerialNr: 201310000031          |
| EvidenceType: Passage | Yellow on: 4.0 s    |                     |                    |                                 |

**Event summary**  
Displays the date and time of the event number and event type, either passage, or test image.

**Enforcement**  
Displays type of offense, the vehicle direction, type of vehicle (car or truck), red light grade time and image number.

**Measurement details**  
Displays lane, vehicle speed, red & yellow time.

**Location/Equipment**  
Displays who aligned the camera, camera location and serial number.

### VIDEO DATABAR

Event number, lane name, date, time, evidence type and speed fields are repeated in the video frames. The traffic light times are displayed per lane.

| Date: 08/15/2014 | Time: 09:31:19.427 | Location: WB Old Welsh/Old York | SerialNr: 201310000031 | GATSO            |
|------------------|--------------------|---------------------------------|------------------------|------------------|
| lane 4           | lane 3             | lane 2                          | lane 1                 |                  |
|                  |                    |                                 | ● 2.8                  | EventNr: 4958    |
|                  |                    |                                 | ● 4.0                  | Lane: All        |
|                  |                    |                                 | ● 16.9                 | Date: 08/15/2014 |
|                  |                    |                                 |                        | Time: 09:31:18   |
|                  |                    |                                 |                        | OffenceType: Red |
|                  |                    |                                 |                        | Speed: 14 mph    |
|                  |                    |                                 |                        | Elapsed: 1.740 s |

**Elapsed:**  
This value will only be present on a video frame databar (not on a still image databar). It is the time between the trigger-time (the time of the violation) and the time of the frame.

**Traffic Light Visual\***  
Traffic signal timing is represented graphically - red, amber, and green respectively.

Concurrent violations are displayed on the video databar (with a maximum of 4 lines). The highlighted line indicates the vehicle passing the trigger line.

\* When no traffic lights are configured these fields will not appear on the databar.

Evidence Set



A 4-element image set will include pre and post stop bar images, driver identification photograph, and rear license plate crop. HD video of city-defined length and extensive metadata elements will accompany this image set.

System Maintenance

MAINTENANCE & OPERATION


As required, the servicing and maintenance of enforcement equipment will be the exclusive responsibility of GATSO. Initial response to and disposition of any equipment malfunctions will occur within a 24-hour period. Importantly, our systems continually and automatically monitors operational health from multiple sensors. Any abnormal readings are recorded to an internal log. This log and others can be regularly reviewed by West Hollywood officials and GATSO engineers, and any required corrections can typically be made remotely.

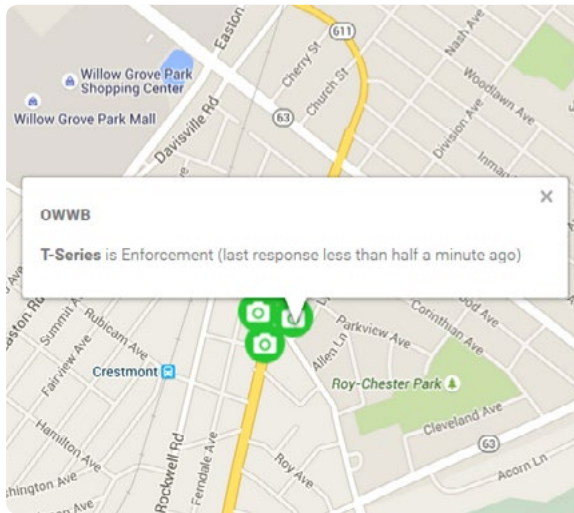
Additionally, GATSO performs routine maintenance and inspection of the deployed equipment and documents the

results extensively. Should a failure occur which is not correctable remotely, a local GATSO technician or subcontractor will be dispatched to the enforcement site immediately. If the technician determines the cause of the failure resides in the hardware, the entire unit will be replaced directly, ensuring maximum equipment up-time and violation acquisition at the particular enforcement site. The defective unit would then be transported to a GATSO facility for repair.

**Our programs enjoy a 99% uptime rate due to the quality of the components and the QA processes behind that quality.**

GOOGLE MAP-BASED REAL-TIME OPERATIONAL STATUS TOOL

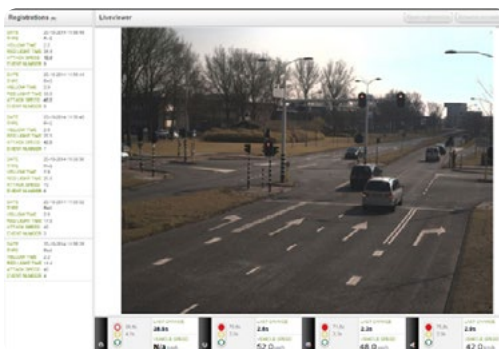
 Operational health of your enforcement systems available in real-time.



Old Welsh & Old York - Abington, PA Real Time Status Tool



RLC installation @ Old Welsh & Old York - Abington, PA

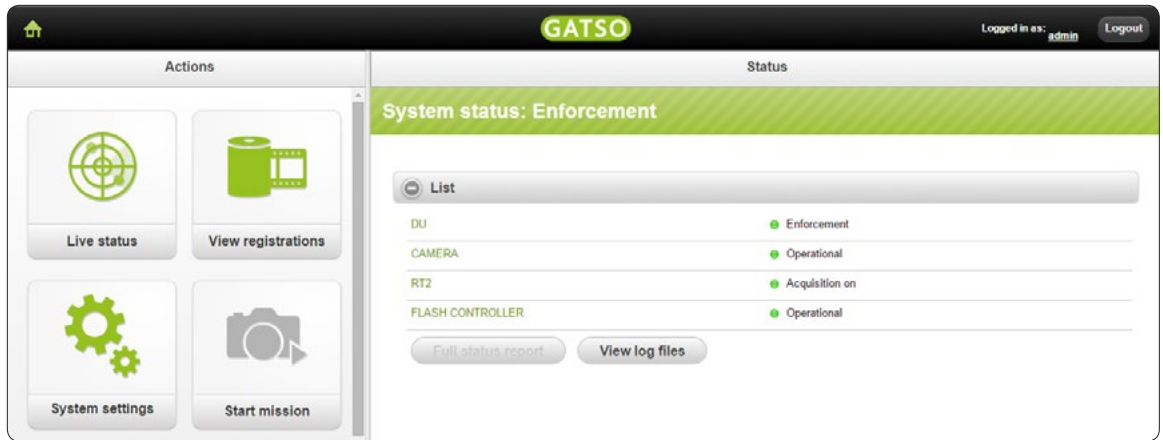


LIVE ENFORCEMENT STATUS

“Live Status” screen shows the live camera view at the selected approach. The left panel shows the violations committed while watching the live view. At the bottom of screen the speed detections and traffic light status and counters are displayed in real time.



### Self-Test




Upon powering up and at assigned daily intervals, the enforcement system an auto self-test commences. Below is an example of the test as the system enters *Operational State, Time, Check Against Own Speed, Internally Generated Differential Speed*, and lastly *Internally Generated Distance Measurement*. In this self-test the complete contingent of components - radar unit, decision unit, and camera are tested. If the self-test fails, the logs shows where it failed. If the self- test is OK, the results (below) will be logged and posted.

### SYSTEM SELF-TEST

#### The system integrity is tested by an internal self-test.

- » Self-test initiates when the radar system is powered up or when a manual self-test is triggered.
- » A built in signal generator in the detection unit generates a signal.
- » The generated signal is a precise frequency and phase representing a simulated target (vehicle).
- » The generated signal is processed as a normal measurement and the target speed, range and signal strength are determined.
- » The detected values are verified so as to comply with the specifications of the generated signal.
- » Only when compliant, the detection unit acknowledges a successful self-test to the system control unit (DU), records the outcome in the log file, and sets the system to enforcement state.

 All system health logs are made part of the evidence package.

```
2015-04-15T00:13:41+00:00 cam-cpu GATSO_combine[834]: 5 | obj/combine/src/camstatus.c | 372 | CAMSTAT state operational
2015-04-15T12:23:24.907364+00:00 localhost can_V1.00_PDO_DULog[1638]: #011Self Test Detection
2015-04-15T12:23:24.949400+00:00 localhost can_V1.00_PDO_DULog[1638]: #011timeOfMeasurement hpt : 874334681
2015-04-15T12:23:24.991302+00:00 localhost can_V1.00_PDO_DULog[1638]: #011timeOfMeasurement julian : 1429100605
2015-04-15T12:23:25.033164+00:00 localhost can_V1.00_PDO_DULog[1638]: #011timeOfMeasurement usec : 301891
2015-04-15T12:23:25.116605+00:00 localhost can_V1.00_PDO_DULog[1638]: #011OwnSpeed : 0.0 km/h
2015-04-15T12:23:25.176135+00:00 localhost can_V1.00_PDO_DULog[1638]: #011DifferentialSpeed : 57.2 km/h
2015-04-15T12:23:25.212901+00:00 localhost can_V1.00_PDO_DULog[1638]: #011DistanceRadarVehicle : 8203 cm
```

T-Series Self-Test Log

### INTEGRATION

GATSO employs two dozen software developers and engineers to support both its in-house backoffice development solution, as well as the various legacy architectural and infrastructure considerations of our numerous governmental partners. We understand fully the need for our system to blend seamlessly with your existing legacy LACSD and Court infrastructure. The interfaces between the systems that need our evidence and program data are elements that our software team here at GATSO are very familiar with. We have provided smooth and ordered transitions for countless cities and government agencies over the years.

Upon program launch our software developers in Europe and the US will work closely with West Hollywood officials to create business rules and establish requirements relative to data transmission, data sharing and FTP interface set-ups. GATSO IT Specialists are equipped to build automated processes and controls and/or provide guidance around any and all data management functions, and provide access, ongoing support and ongoing training to program personnel.

### FORMATTING & FRAMEWORK

Importantly, GATSO developed its systems to produce evidence and system health information in plain form within a basic framework - JPEG2000 images, text based logs; Excel-based traffic metrics; XML-based meta-data, and JPEG200 video. Standard field definitions and standard compression is utilized. Evidence and health files are bundled as "MJ2" files. GATSO can confirm with 100% confidence that the City can collect our data seamlessly, with a minimum of interface development.

*"We developed our own software and security system in-house. Safety + Ease of use was a top priority..."*

*Timo Gatsonides - Managing Director Gatsometer BV*

The screenshot shows the GATSO Offline Evidence Registration Viewer interface. It features a navigation bar with 'EVIDENCE STILLS', 'EVIDENCE VIDEO', 'EVIDENCE INFO', and 'SETTINGS'. The 'EVIDENCE INFO' section is active, displaying a file icon and a large area of XML data. The XML data includes system information such as device types (CamAtom, nsr, TLI), hardware details (GTCH, GTIB, SystemController), and driver information.

```
<?xml version="1.0" encoding="UTF-8"?>
<GATSO>
  <SystemInfo>
    <versionsummary>
      <Device type="CamAtom" required="1">
        <GTCH_Serial>12-04-002-770</GTCH_Serial>
        <GTIB_Serial>12-04-000-006</GTIB_Serial>
      </Device>
      <Device type="nsr" required="1"/>
      <Device type="TLI" required="1"/>
    </versionsummary>
    <DeviceType name="CamAtom">
      <Hardware name="GTCH" productnr="6200-1000-0000" version="R06"/>
      <Hardware name="GTIB" productnr="6200-1001-6800" version="R13.0428"/>
      <Hardware name="SystemController" version="R05"/>
      <Driver name="gtxx_ibuf" version="11" fpga_ver="13" fpga_build="428"/>
    </DeviceType>
  </SystemInfo>
</GATSO>
```

XML data from a GATSO system

Security & Transmission

DATA SAFEGUARDS IN BRIEF

T-Series camera systems produces evidence files containing both images and data in a single file. Using this method there can be no doubt which data (e.g. date/time and sensor data from a vehicle detection sensor, or other sensor device) belongs to which image. GATSO software engineers are using fully secure, maintained open standards as a base format for files. It incorporates the most accepted and advanced encryption standard and enables the usage of standard tools and libraries.

provide adequate protection according to current standards (RSA2048, AES-256 and SHA-256), and the cameras have a special "Secure Memory Device" (SMD) that holds the private keys. If an attempt is made to tamper with the camera, the keys are immediately destroyed by the SSD even if the device is unpowered.

All optional video data, event data, meta-data, system health and traffic count/statistical data is securely stored on-board until automated commands are initiated and receipts are received. The internal clock keeps the date/time record and the internal memory can save violation image stills and video for weeks before downloading is required. Once all violation events have been downloaded and receipt is received, data is kept in IBM Softlayer and Nlets Secure Storage archive based on program business rules, guaranteeing data integrity and recoverability.



**!** "GATSO is the only major photo enforcement company utilizing Nlets Secure Storage."

The base file format is a standard J2K file containing one or more JPEG2000 code-streams and accompanying XML. This format conforms to the ISO15444-1 standard. The entire file is enveloped according to the Cryptographic Message Syntax (RFC5652) standard for protecting the data. Standard public key cryptography algorithms are used. For all algorithms the chosen key-lengths

Backoffice

Unlike many other automated enforcement vendors who hire third-party companies or purchase generic database management software, GATSO employs software developers who purpose-build and refine our fully web-based XILIUM Back-Office Software System. Customized data integration, data migration and SFTP/Interface features are readily available to meet the demands of your legacy systems. GATSO XILIUM is designed to automate the entire enforcement process chain – from evidence capture to payment to archive & reporting.

**KEY FEATURES**

- » Fully web-based; 24/7 Access
- » Highly scalable & customizable
- » Operating System Independent
- » Live system monitoring
- » Multiple layers of security
- » Full process management
- » GATSO composed training materials
- » On-Call GATSO technical support

## BACKOFFICE FUNCTIONS

### Violations & Notifications

Trained and certified violations staff approve or reject events in the XILIUM Violations Module. Viewable violation images and mailing history can be accessed by authorized personnel. All violation event documents are scanned into the system and viewable/retrievable via violation number.

### Approval/Rejection screen

The approving officer can elect to approve a violation into a citation or reject a violation. Rejection reasons can be added by the City if requested.

### Violations & Citation review page

From this secure access web-page an approving officer can review all recent violations and determine liability. All required approval/rejection/disposition functionality can be accessed and controlled by authorized officials.

### Violation awaiting disposition

Images of the violation can be seen by clicking on the Image 1 and Image 2 options in the violation footage section (top right), with the close up of the license plate, below. Approve and Reject event buttons, found below the large center image, allow the approving officer to decide the disposition.

### Stats & Reports

The XILIUM Report Module enables authorized users to access a wealth of violations, citations, management and financial data for authorized users. Standard and custom filters, queries and reports can be generated according to program requirements.

### System Health & Status

The Site Manager Module allows program officials to monitor system health and self-diagnostic reports in real-time. Memory cache can be analyzed to ensure systems have downloaded all event information.

### Live & Archive Video

All program video is available to authorized personnel in the XILIUM Administration Module. Authorized users can access real-time and live video feeds from any deployed camera within their program.

### Public View & Payment

Through the web enabled portal, the cited owner can review their images and video, enter a payment option or enter a 'contest' against the violation should they believe it is warranted.

### Hearings Administration

Authorized Users will be able to employ the Hearings Management Module – a robust scheduler and information dashboard built to organize all evidence data in furtherance of the adjudication process.

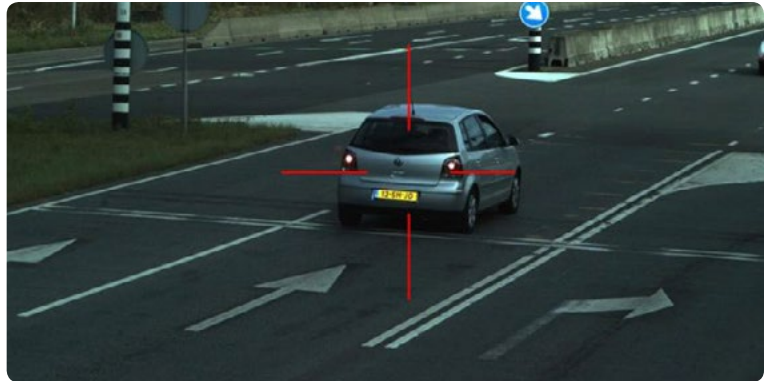
### DMV Look-up

Screen allows users to enter vehicle information to perform DMV queries. GATSO utilizes NLETS for DMV look-up. GATSO can utilize other databases per program requirements.

## Police Review

**FINAL REVIEW**

XILIUM is a secure, fully web-based application. Access can be obtained through any computer used by program officials - on any platform... Through very simple <right click> functions, the officer will have all required functionality, including the ability to apply electronic signatures.



Embedded "Target" on violating vehicle

| Event summary         | Measurement details | Enforcement         | Location/Equipment | GALSO                           |
|-----------------------|---------------------|---------------------|--------------------|---------------------------------|
| Date: 08/15/2014      | Lane: All           | Offense: Red        | RoadSign: 40 mph   | Installer: Galso USA            |
| Time: 09:31:16        | Speed: 14 mph       | Direction: Receding | RedGrace: 0.1 s    | Location: WB Old Welsh/Old York |
| EventNr: 4958         | Red on: 1.0 s       | ImageNr: 1          |                    | SerialNr: 20131000031           |
| EvidenceType: Passage | Yellow on: 4.0 s    |                     |                    |                                 |

| Field         | Value  |
|---------------|--------|
| State         | IL     |
| Country       | US     |
| Vehicle Make  | HONDA  |
| Vehicle Model | 4 DOOR |
| Vehicle Color | SL     |
| Vehicle Year  | 2009   |

| Event            | 19525             |
|------------------|-------------------|
| Violation Type   | Red Light         |
| Violation Time   | 7/3/14 11:31 AM   |
| Site Description | SB Handed & 163rd |
| Line Number      | 2                 |
| Posted Speed     | Unknown mph       |
| Vehicle Speed    | 42.00 mph         |
| Road Time        | 0.150 s           |
| Yellow Time      | 4.525 s           |

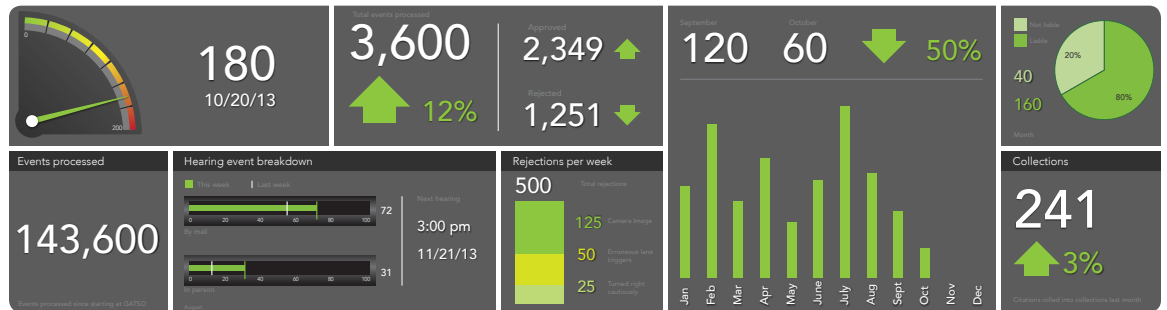
- 1 Event scene - Overview of enforcement zone including light sequence
- 2 Time source - Synced to NTP with cryptographic signature
- 3 Violating Vehicle Pre- and post- stop bar images
- 4 License plate - cropped from best available image
- 5 Date - dd/mm/year
- 6 Time - stamped in hours/minutes/seconds
- 7 Signal timing - light durations to thousandths of second
- 8 Databar - fused to bottom of each data element

### Management Reporting

### MORE THAN VIOLATIONS

When an information system is off-the-shelf - not specifically built for the equipment and sole purpose of photo enforcement - key data points and rich program information will be buried within mountains of numbers, or not captured at all. Our solution was built concurrently with our latest generation enforcement platform. Knowing what program managers wanted from the

data generated by the system hardware guided us to build-in reliable event and violation reporting capabilities to our backoffice system. Program officials can use this information - in clear, histogram form - to inform the public; make reliable budget projections; maximize the value of deployments; recognize trends and realize the true quantitative value of the program.

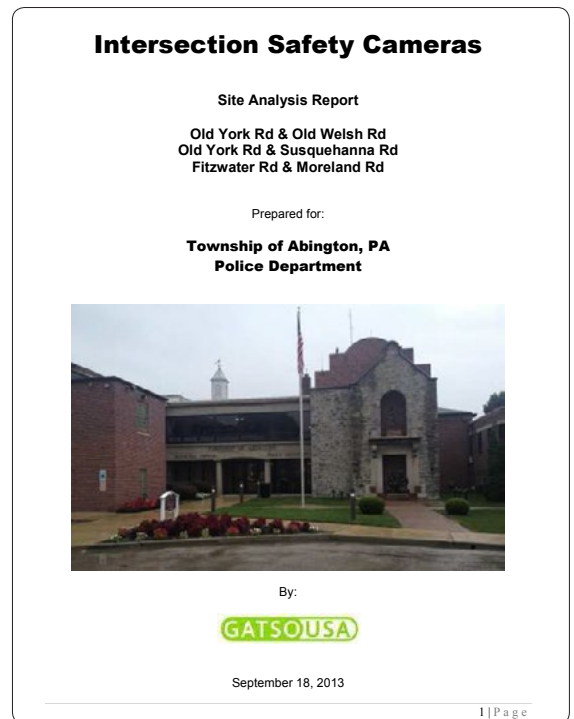


### Site Analysis

### SITE ANALYSIS

Approach and zone analysis selection is certainly the most critical post-award element of an automated RLC and speed enforcement program. Program officials must have reliable data to support their enforcement decisions, particularly when hundreds of thousands of program construction dollars depend on proper deployment of enforcement hardware.

Legacy site analysis has traditionally followed a time-tested form and methodology, relying on government and industry-accepted traffic science and the skills of traffic engineers and observers. Our co-founder and CTO Rich Kosina and his team have prepared countless site/intersection analysis reports utilizing these tools and methods.



Abington PA Intersection Review

We have been directing our existing safety partners to utilize the actual camera system as a data gathering tool for prospective deployments. Rich, specific traffic data for both red-light and speed studies can be compiled quickly and efficiently - in report form - for use by municipalities for their ongoing deployment decisions.

Customer Service

CALL CENTER

GATSO maintains a program-specific dedicated telephone support lines with bi-lingual services for all of its active programs. Live customer service call center and payment by phone services will be available Monday through Friday, 8AM to 5PM local time ("Call Center Hours"). Customer service and payment

by phone services will be adequately staffed and able to respond to customers not less than 45 hours per week to accept payments, provide general program information and Respond to inquiries. Messages left by callers after Call Center Hours shall be responded to by a trained company representative on the next business day.



Image Processing

PROCESSING STAFF

GATSO currently employs teams of Violations Processing staff and Group Leaders in two shifts per day working seven days per week. This effort supports the processing of thousands of violation events per day for our domestic programs. Processing staff are cross-trained to handle customer service issues and provide production support for each of our safety partners from our Beverly, MA and Scottsdale, AZ facilities.

Citations & Notices

CITATIONS

GATSO is prepared to offer an EXACTING, customized citation and document processing system for the City. Our fully automated enforcement citation process will involve a notice of violation mailing, multiple subsequent notice follow-ups and multiple payment options including kiosks, customer service phone payments and pay-by-web. All notification processes will be managed by our XILIUM Back Office software solution. GATSO will work closely with program officials to compose and execute this fully turn-key citations process.



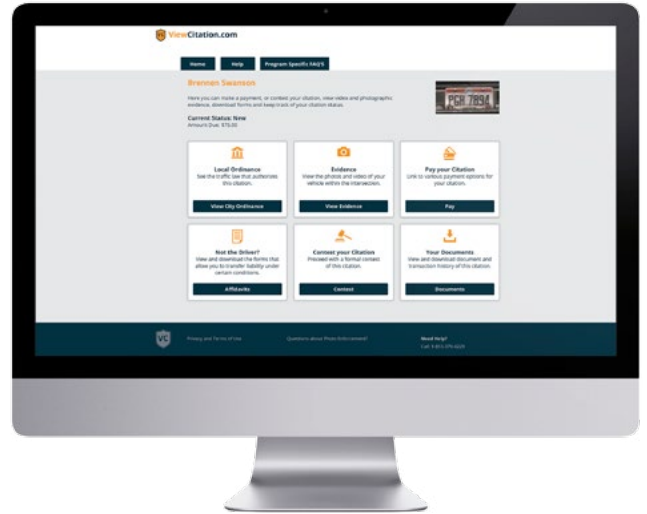
### FULFILLMENT

GATSO anticipates hundreds of pieces of daily correspondence volume for West Hollywood’s program. Our Fulfillment Center, currently processing thousands of pieces of correspondence daily, enjoys the same level of Nlets security and certification as our in-house Processing Center. Format, preparation and mailing of notices will be in full compliance with state law and program business rules.

### Citizen Review & Pay

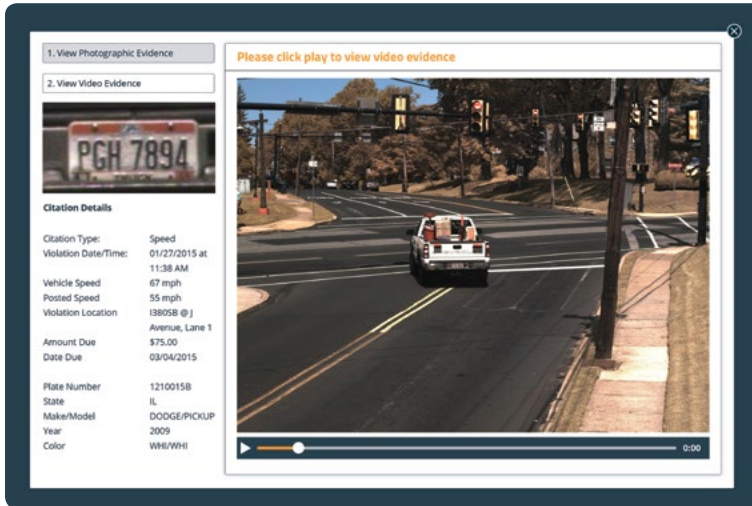
### VIEWCITATION.COM

The Citizen View Payment Portal home page is essential to the user experience. Citizens may or may not be “computer savvy” so ease-of-use and intuitive design are essential. Greeting the vehicle owner by name and displaying the cropped license plate reinforces the perception that the user has reached a personalized site, not simply a generic payment portal. These six menu boxes allows the user to easily navigate through the site.



### VIOLATION REVIEW

Users can review their photographic and video evidence by clicking the evidence box. The resulting pop-up window allows the user to switch between photo and video evidence as well as display citation details such as citation type, date, speed, and vehicle type information. Users will also have the ability to download evidence files.





# TRAINING



## TRAINING FOR COMPLIANCE

All training will be delivered by GATSO to program staff at their convenience – onsite or at a GATSO facility – as an included deliverable. Standard classroom training on the various modules of our XILIMUM Back Office software has been structured to be conducted in one to three days, resulting in minimal interruption to staff operations. In addition, custom training is available to accommodate specific business rules and ordinances according to the needs of GATSO customers. Presentations are delivered using a combination of Power Point slides and a projected view of GATSO’s XILIMUM Back Office software. Upon completion, all attendees will be given copies of presentation materials to retain for future use in addition to a Quick-Start guide of Xilium (see right.)

## ASSESSMENTS

XILIMUM software training time-frames will be dependent on the number of users who need training and their beginning skill levels. Many users may have had previous training on a similar operational platform if a program is transitioning from a previous vendor.

Our hardware maintenance, calibration and installation instruction walkthroughs utilize a combination of classroom and



Xilium “Quickstart Guide” handbook

on-the-job training, providing the trainees with opportunities to practice skills under the most realistic conditions possible. These training methods from seasoned industry professionals will provide a comprehensive functional overview as well as tips for productivity and successful execution of program-critical operations and compliance.

All attendees will receive certificates of completion documents to satisfy program requirements. Designated program officials and contractors will receive additional training on various specialized elements of our software including Amber Alert functionality; archive and live-view video functionality; specialized financial and program; and mobile system set-up, installation and maintenance.

Public Awareness

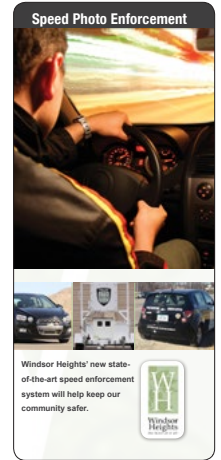
**OUR PHILOSOPHY**

Citizens have almost certainly developed their particular opinions about photo enforcement programs. At GATSO, we have always felt that the key to the public’s acceptance if not appreciation of automated enforcement is the manner in which the service is delivered, and the manner in which the vendor goes about its business. If the perception of the winning vendor is negative, no public awareness campaign can change that attitude.

**GATSO’S PUBLIC AWARENESS PROGRAM**

GATSO will meet the City’s need for clear, timely and informative public awareness campaign through a proven, multi-tiered approach which can include the following efforts:

- » Media releases
- » Tri-fold and leaflet design and production
- » Local signage
- » Community meetings and forums
- » Social Media coordination
- » Opt-In Text Messaging



Fiscal Considerations

**ACTIVE CONTRACTS AND STATUS IN THE USA**

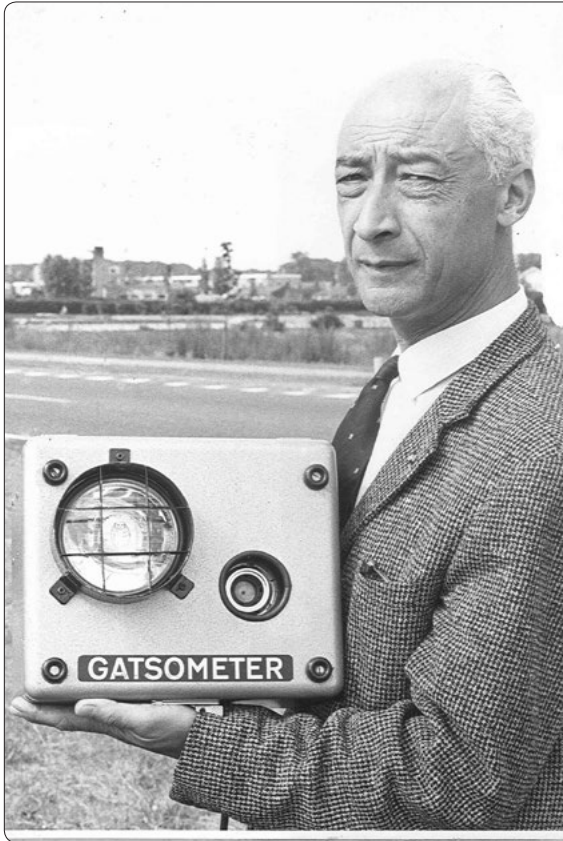
No uncompleted projects or contractual commitments will affect our ability to deliver your project on-time and to scope. Our solutions delivery model is scalable, as noted in this RFP submittal, and all performance deliverables will be met. The list below outlines the turnkey US projects currently in pre-production, additional installations or production at GATSO USA.

**DOMESTIC PROJECTS IN PRE-PRODUCTION**

|                |                    |
|----------------|--------------------|
| Orland Park IL | RLC 3              |
| Streamwood IL  | RLC 2 (additional) |
| Albany NY      | RLC 64             |

**DOMESTIC PROJECTS**

|                  |      |                 |      |                    |      |
|------------------|------|-----------------|------|--------------------|------|
| Streamwood IL    | 2009 | Cedar Rapids IA | 2009 | Windsor Heights IA | 2012 |
| Homewood IL      | 2009 | Muscatine IA    | 2010 | Holly Hill FL      | 2010 |
| Lake Zurich IL   | 2008 | Columbia MO     | 2009 | Melbourne FL       | 2012 |
| Hanover Park IL  | 2008 | Palm Bay FL     | 2009 | Edgewood FL        | 2011 |
| Oak Forest IL    | 2011 | Des Moines IA   | 2011 | Polk County IA     | 2012 |
| Winter Park FL   | 2010 | Maitland FL     | 2009 | Abington PA        | 2014 |
| Daytona Beach FL | 2010 | Tuscaloosa AL   | 2012 | Alsip IL           | 2015 |



**PRIVATELY HELD SINCE 1958**

Since the start of GATSO in 1958, the company has been privately held. We can attest that our assets are privately held by the family of the founder Maurice Gatsonides. In addition, we do not have equity bankers as partners; that we have no liens on our enforcement equipment; and we do not require financing to build or install our systems. All technology is 100% wholly owned and maintained by GATSO, and our municipal partners can be sure of our long-term financial security. In support of this statement, please consider that our largest customer base is National Governments, in countries where stringent technology and corporate standards exist to ensure only the most financially stable companies are enjoined to deliver these technologies and services.

## Company Description

### History & Experience

#### INDUSTRY PIONEER SINCE 1958

GATSO is a privately held company, owned by the family of founder Maurice Gatsonides, an accomplished innovator and fierce competitor, whose passion for motor sport racing and quest for time-keeping accuracy drove him to develop and design his own "Gatsometer," a highly accurate race timing system. His first commercially available speed-measuring device was ordered by the Velsen, Netherlands Police in 1958.

GATSO is celebrating its 57th year in photo enforcement. With over 45,000 camera installations in 60 countries, GATSO supplies nearly 50% of the photo enforcement cameras in operation around the world. All major technological advances in the automated photo enforcement industry were developed by GATSO, including the world's first speed camera system in 1960, and the world's first red light camera system in 1966.

Doing business in North America through a third party partner until 2007, the decision was made to incorporate domestic operations. GATSO USA was established and incorporated in the spring of 2007, and GATSO Canada in 2014. With over 1200 cameras installed over the last ten years, and over a million violations processed per year, GATSO USA has the experience, legacy and resourcefulness to deliver a world-class automated photo enforcement program to West Hollywood.

 "GATSO supplies nearly 50% of the photo enforcement cameras in operation around the world"

#### OUR COMMITMENT TO YOU

GATSO USA takes pride in its heritage of safety, innovation and integrity. We are - first and foremost - a service company. The greatest technology in the world will not be enough if a truly dedicated service model is not at its foundation. This is an industry that lives and dies on **TRUST** and **PARTNERSHIP**. The public trusts that its decision makers at the local level value integrity and professionalism in its chosen vendors. We have the technology, and we let our service build the trust...

#### NORTH AMERICAN INSTALLATIONS

##### Turnkey

- Cedar Rapids, IA
- Des Moines, IA
- Windsor Heights, IA
- Polk County, IA
- Muscatine, IA
- Alsip, IL
- Homewood, IL
- Streamwood, IL
- Libertyville, IL
- Oak Forest, IL
- Lake Zurich, IL
- Hanover Park, IL
- Columbia, MO
- Daytona Beach, FL
- Winter Park, FL
- Holly Hill, FL
- Maitland, FL
- Palm Bay, FL
- Edgewood, FL
- Tuscaloosa, AL
- Abington, PA
- Orland Park, IL

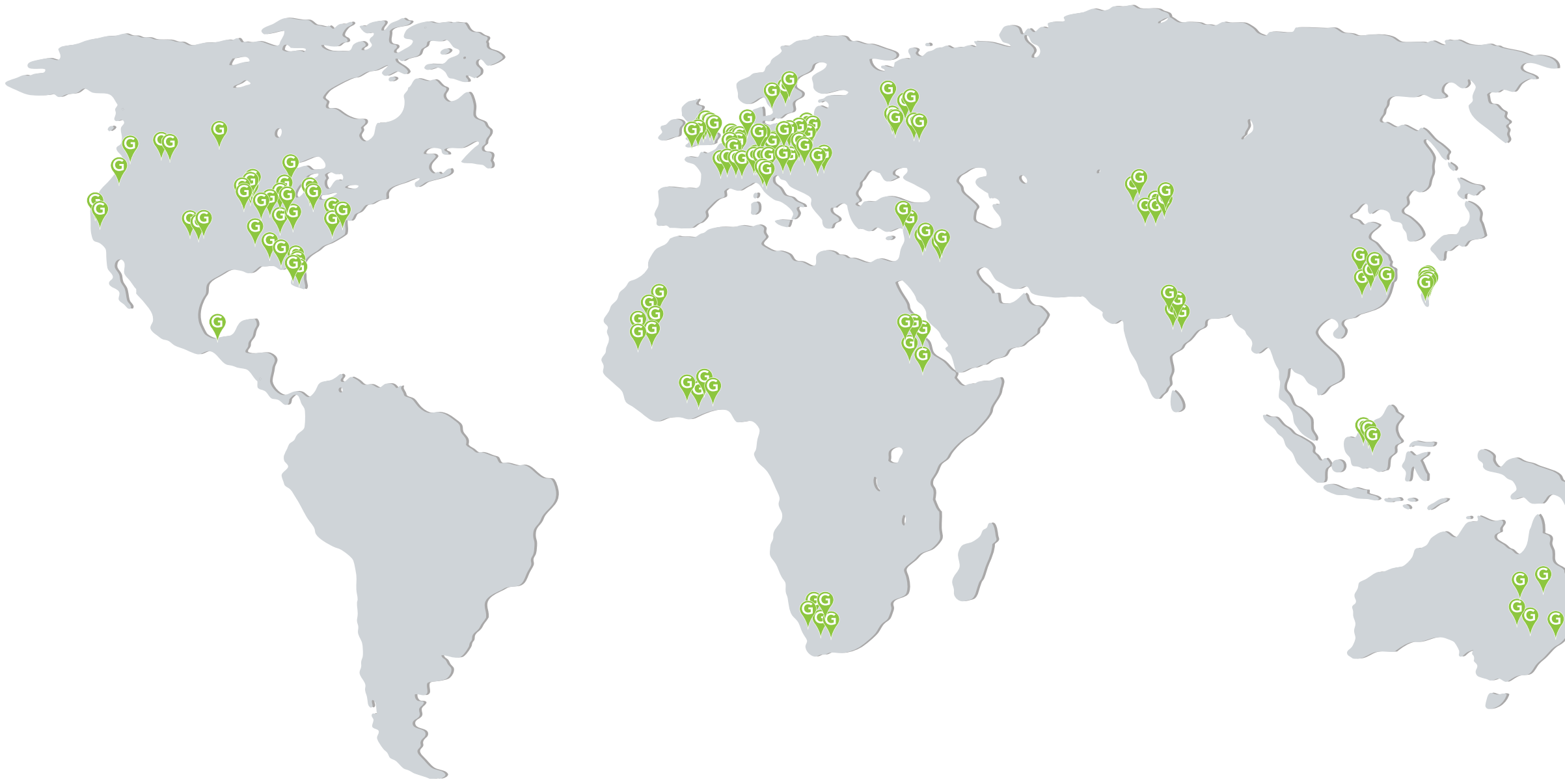
- South Holland, IL
- Albany, NY

##### Equipment

- Cárdenas, MX
- San Francisco, CA
- West Hollywood, CA
- Cleveland, OH
- Portland, OR
- Dallas, TX
- Garland, TX
- Rowlett, TX
- Montgomery Co, MD
- Wilmington, DE
- Wooddale, IL
- Algonquin, IL
- State Police, IL
- Denver, CO
- City of Camrose, AB
- Wood Buffalo, AB
- Red Deer, AB
- Milwaukie, OR
- Winnipeg, MB
- Providence, RI

### WORLD WIDE CAMERA MAP

## 45,000 GATSO SYSTEMS DELIVERED IN 60 COUNTRIES ACROSS THE GLOBE



**INTERNATIONALLY RECOGNIZED**  
 There is no specific US Federal certification of photo enforcement technology, per se. Internationally, however, national governments require extensive certification and recertification of a vendor's technology before any consideration of their use. Additionally, many international jurisdictions will require that a vendor meet these stringent European requirements. GATSO enjoys the highest level of this international certification in the automated photo enforcement industry.

- TECHNOLOGICAL CERTIFICATIONS**
- » Netherlands Metrology Institute T-Series Enforcement Platform Certification
  - » FCC Certification for RT3 Radar Antenna
  - » EMC-R&TTE Directives Certification for Radars
  - » ISO 9001 Certification
  - » ISO 14001 Certification
  - » FCC Certification for RT2 Radar Antenna
  - » National Laboratory of Metrology & Testing – France Speed Camera Certification
  - » Netherlands Metrology Institute AS-002-SCM Radar Certificate

## Project Manager & Team

### RICH KOSINA

Chef Technology Officer  
Program Manager



#### RICH KOSINA

- » IACP Radar Committee
- » Expert Witness
- » 1000+ camera installations
- » 24 hour accessibility
- » 18 years of project management
- » IACP Technical Committee

#### EXPERT WITNESS & PROJECT MANAGEMENT

Rich Kosina has directed the launch efforts of every domestic GATSO USA enforcement program. His expertise is unmatched in the industry. All engineering, design, installation and testing activities will be directed by Mr. Kosina. Additionally, coordination of all subcontractor responsibilities will be outlined and directed by Mr. Kosina. GATSO has never lost a court case based on the technology of its programs. This fact is largely a result of superior hardware design and, as importantly, the ability of our management team to convey professionalism and authority in regard to automated enforcement practices. This submittal talks at great length about the strength of the GATSO solution, and our In-House Expert Witness will successfully speak to any points that can be argued in a contested hearing.

Mr. Kosina can speak to all aspects of the technical systems installed into your Program; the mechanisms of applicable law that apply to the installed program; and the entire provisioning process for back office violations management, citation generation and public awareness/interaction. Mr. Kosina holds degrees in Electronic Engineering as well as Business Management. Additionally, Mr. Kosina serves as a leading member of the IACP Technical Committee for photo-enforcement and until last year was the long-standing Chairman of IACP RADAR Committee. Mr. Kosina has successfully testified as an Expert Witness throughout the USA and Canada over the past 18 years.

Should GATSO be selected as a finalist for this enforcement program, Mr. Kosina will take a lead role in presenting our solution in a multimedia demonstration to City officials.

### Project Manager

 Rich Kosina personally oversaw the installation of West Hollywood's current RLC program during his time with ACS Xerox.



## Project Team

## EXECUTIVE &amp; MANAGEMENT

ANDREW NOBLE



**Project Leader**  
15 years of Experience

**Andrew Noble** will head our Executive Team, and be the primary contact for all contractual and financial matters pertaining to the program. Andrew will drive all compliance activity and ensure all deliverables and milestones are met. Andrew will liaison with program managers in support of outreach and awareness.

RICH KOSINA



**Project Manager**  
35 Years of Experience

**Rich Kosina** is a 35 year industry veteran and has led the installation and subcontractor management of more than 1300 GATSO systems domestically. Rich is responsible for all technical aspects of the program. Also serving as an expert witness, Rich will be the highest technical contact for installation through operation of the program.

SUZANNE KEMPLE



**Operations Manager**  
7 years of Experience

**Suzanne Kemple** has been with GATSO since early 2011 and has led all customer service operations and client back-office training efforts. She will be the GATSO point person for business rules compliance, revenue realization and program management.

## ENGINEERING



**ROBERT ORTEGA**  
Sr Systems Engineer - 7 Years

With more than eleven years in networked electronics, Robert Ortega is the senior systems engineers assigned to the project. Robert has been with GATSO since 2008, and has led many build teams for of internal and subcontracted engineers. Primary responsibilities will include engineering supervision, technical liaison and field operations management.



**BRIAN GRACE**  
Systems Engineer - 2 Years

Brian brings more than nine years of technical experience and installation expertise to the project. Brian will be part of the initial engineering and buildout team. Brian will be responsible for initial system testing and ongoing system support and maintenance. Brian will be reporting to Rich Kosina for the duration of this project.



**CHON WAI CHUNG**  
Systems Engineer - 7 Years

Chon will be directly involved with the initial Launch Team in all technical and operational aspects of installation and testing as a local engineer. He will support multiple build teams and officials during the initial phases of Go-Live. He will be reporting to Rich Kosina throughout the project.

**FRANK WILMINK**  
Integration Engineer - 10 Years



Frank will be responsible for installation, testing, communications and software engineering for the initial phases of the project. He will be the primary liaison between the European Software Development Team and local operations. He will report to Rich Kosina throughout the duration of the project.

**ADMINISTRATION**



**KRISTIN NOBLE**  
Development Manager - 7 Years

Leading the development effort for all publicity materials and outreach literature, Kristin will be responsible for customizing the design of the materials for City and supporting the training efforts of Suzanne Stelmach during the initial implementation process.



**CARLOS MARROQUIN**  
Processing Supervisor - 7 Years

Carlos will be a primary administrative contact for all event processing and customer service efforts for the program. Carlos is well versed in violation processing Q/C, Nlets procedures and bi-lingual customer support and outreach. He will be reporting to Suzanne Kemple.



**JILL CURRERI**  
Processing Team Leader

Jill Curreri will report directly to Suzanne Stelmach as the team lead for all program administration. Jill will work directly with citizens regarding violations processing and payment issues. Jill will also manage all program-related reconciliations and Q/C reporting

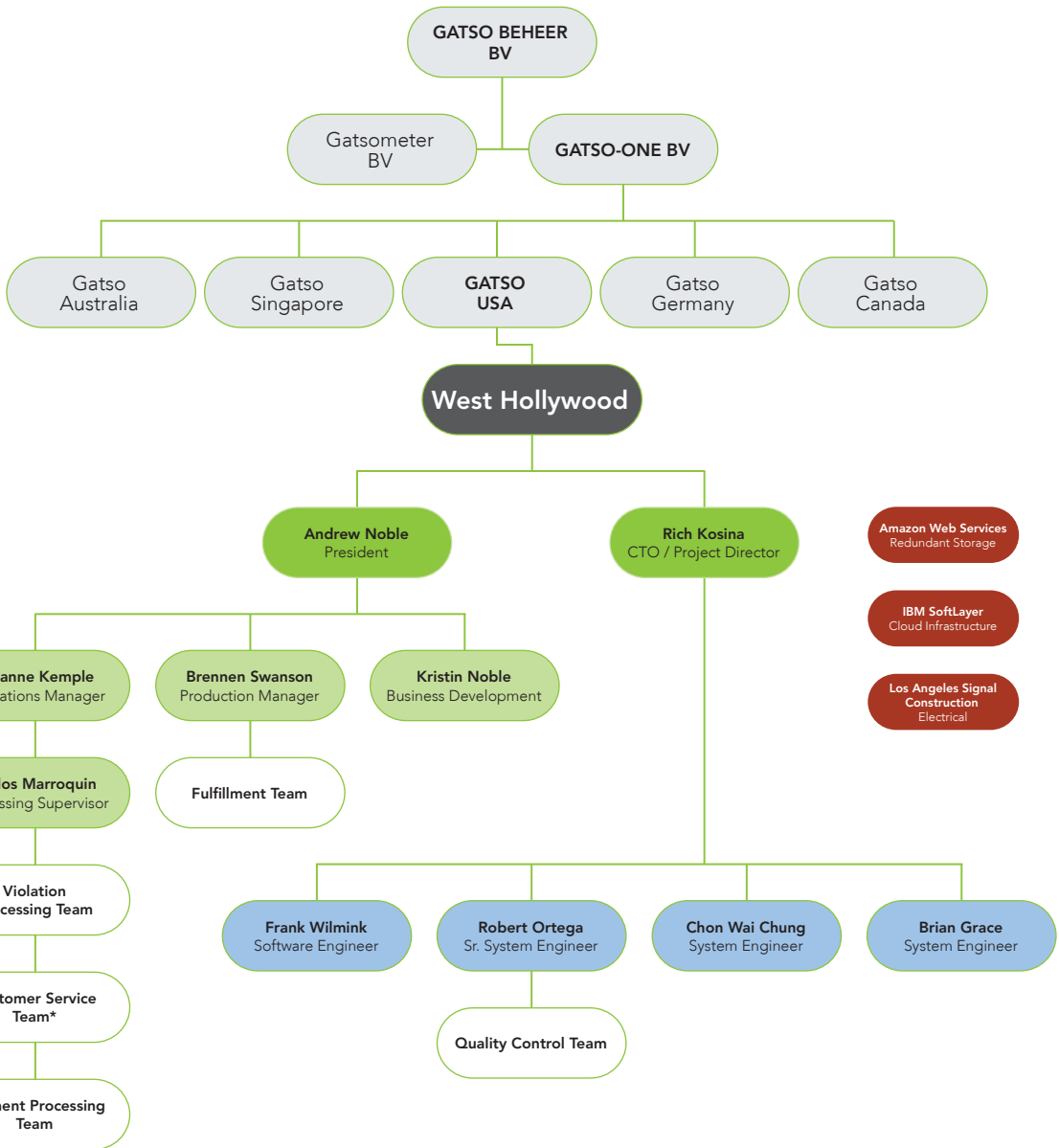


Org Chart

**YOUR PROJECT TEAM**

With offices on three continents and over 160 employees, GATSO has more automated enforcement hardware in use than company in the world, with 45,000 installations in 60 countries. Three dozen engineers and two dozen software developers complement a dedicated manufacturing operations and support staff to deliver the world's most sophisticated photo enforcement solutions.

- Executive
- Administrative
- Engineering
- Support Staff
- Subcontractor



\* Russian and Spanish language specialists

## References

### Abington, Pennsylvania

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|                           |                        |
|---------------------------|------------------------|
| <b>Contact</b>            | Chris Posey            |
| <b>Title</b>              | Traffic Safety Officer |
| <b>Phone</b>              | (267) 536-1076         |
| <b>Email</b>              | cposey@abington.org    |
| <b>Implementation</b>     | 2014                   |
| <b>Cameras Installed</b>  | 10                     |
| <b>Citations Approved</b> | >2800                  |
| <b>Population</b>         | >55,310                |

#### RED LIGHT CAMERA PROGRAM

This is a Red Light Camera program with full back-office support.

The Abington contract was awarded to GATSO USA in July, 2014. The award called for cameras at up to three intersections initially, followed by further evaluations of other intersections soon after the city went live with the initial cameras. Abington Township is a fully operated program by GATSO USA including back-office violation processing operations.

### Oak Forest, Illinois - Personal Reference

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|                |                          |
|----------------|--------------------------|
| <b>Contact</b> | Greg Anderson            |
| <b>Title</b>   | Chief                    |
| <b>Phone</b>   | 708-444-4830             |
| <b>Email</b>   | ganderson@oak-forest.org |

GATSO IS PLEASED TO OFFER POLICE CHIEF GREG ANDERSON OF OAK FOREST, IL AS A PROFESSIONAL PROGRAM REFERENCE.

Greg Anderson is the current Chief of Police in Oak Forest, IL. GATSO has been providing turnkey RLC enforcement for the City for several years. He would welcome the opportunity to be contacted by the City of Aurora as a reference for his experiences with GATSO USA.

## Winter Park, Florida

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|                          |                              |
|--------------------------|------------------------------|
| <b>Contact</b>           | Brett Railey                 |
| <b>Title</b>             | Chief of Police              |
| <b>Phone</b>             | 407.599.3272                 |
| <b>Email</b>             | brailey@cityofwinterpark.org |
| <b>Implementation</b>    | 2011                         |
| <b>Cameras Installed</b> | 8                            |
| <b>Population</b>        | >28,000                      |

RED LIGHT CAMERA PROGRAM WITH AMBER ALERT FUNCTIONALITY.

Winter Park is a Red Light Camera program with AMBER Alert functionality.

The Winter Park contract was awarded to GATSO USA in January, 2011. The award called for the installation of 8 cameras triggered by Loopless Trigger Radar Antennas (LTR). Winter Park is fully operated program by GATSO USA including back-office violations processing operations.

## Cedar Rapids, Iowa

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|                          |                           |
|--------------------------|---------------------------|
| <b>Contact</b>           | Captain Steve O’Konek     |
| <b>Title</b>             | Captain                   |
| <b>Phone</b>             | (319) 286-5525            |
| <b>Email</b>             | s.okonek@cedar-rapids.org |
| <b>Implementation</b>    | December 2009             |
| <b>Cameras Installed</b> | 30                        |
| <b>Events Processed</b>  | 700/day @96% success      |
| <b>Population</b>        | >128,000                  |

RED LIGHT CAMERAS, OVER-THE ROAD (TRUSS) SPEED CAMERAS, MOBILE SPEED VEHICLES & SPEED ON GREEN.

The City currently uses 14 RLC cameras triggered by Loopless Trigger Radar Antennas (LTR). The harsh winter climate in Iowa has made the LTR antenna an ideal choice for Cedar Rapids; as the radar antenna can maintain accuracy regardless of weather conditions of road-surface covering, such as snow, ice or rain. The intersection safety cameras have been deployed in Cedar Rapids, Iowa since late 2009. Additionally, the City also uses 16 over-the road speed cameras for the enforcement of I-380. Cedar Rapids is a fully operated program by GATSO USA including back-office violations processing operations.

## Contractor & Subcontractor Listing

### ELECTRICAL CONTRACTING

#### PARTNERING WITH: LOS ANGELES SIGNAL CONSTRUCTION. INC

**Specializing in System loop detector installation & Escort of Oversize loads by removing & resetting traffic Signals along route and Street**

Los Angeles Signal Construction, Inc provides quality traffic signals and street lighting throughout Southern California. Our Experience includes installing thousand of traffic signals, in-road crosswalk systems, traffic signal system detector loops and street lights.

Our oversize load escort company is capable of escorting the largest possible loads such as the "Levitated Mass," a 340-ton granite boulder now exhibited at the L.A.C.M.A Museum. We have highly trained personnel in the field to meet all safety precautions and standards. We are also operational to process and/or assist in the processing and securing of the encroachment permits in all municipal and state agencies. We can also install or hang your holiday lights and/or banners, call us for more information.

We meet and exceed all OSHA safety regulations and continue to stay current with new laws. We are a Union Contractor, are licensed and fully insured. We have resources to implement multiple large scale projects, as well as small projects simultaneously.

#### Minority Business Enterprise Certified MBE/DBE/SBE

| Company                         | Contact                                  | Address                                |
|---------------------------------|--|--|
| Los Angeles Signal Construction | Phone: 800-828-8180<br>Fax: 909-599-2722 | 155 N Eucla Ave<br>San Dimas, CA 91773 |

## Project Schedule



*“Increased safety through deterrence should be the NUMBER ONE goal of any automated enforcement program. When a program cannot successfully capture the clear, inviolable evidence required by courts of law, programs become burdensome, and often costly to a municipality. Public confidence in the program - as well as the government’s ability to guide the program – is eroded. Opportunities for deterrence, program reinvestment, and a higher degree of safety for drivers and pedestrians are lost.”*

### Project Understanding

#### THE GATSO DIFFERENCE

GATSO feels that its legacy of design and manufacturing sets it apart in this industry, and allows GATSO to bring a density of knowledge to this project that other enforcement vendors cannot match. GATSO’s understanding of system engineering and componentry design has allowed us to make ongoing enhancements and refinements to our technology - based on our specifications at our facilities.

This intuitive, organic insight into the automated enforcement industry will be represented throughout this submittal and subsequent performance of this RLC program. The delivery of automated photo enforcement programs is not new to GATSO. Our entire project team is tested, goal oriented and task-driven. We can and will commit to bringing the project on-line on-time, as specifically mandated by both RFP and Contract. We have clearly defined project team members, and we have identified the tools and resources required to execute this program.

No uncompleted projects or contractual commitments will affect our ability to deliver your project on-time and to scope. Our solutions delivery model is scalable, as noted in this RFP submittal, and all performance deliverables will be met.

*A commitment to road safety.*

*A passion for technological innovation.*



## Program Launch & Operations



### Our factory - Our inventory

Hardware supply and inventory control are never problems for GATSO. We designed it and we build it. No other major automated enforcement company can make that claim. Inventory control + ease-of-installation makes a GATSO buildout the most predictable and transparent in the industry.

### EARLY PROGRAM OVERVIEW

Upon award of this enforcement contract, GATSO will launch its technical and operational teams to begin program activities for the City of West Hollywood. The executive team from GATSO will meet with program officials and managers to finalize the project plan and framework of downstream deliverables. Local subcontractor relationships will be organized and coordinated. Existing and prospective enforcement sites will be confirmed and GATSO will work with program officials to begin site analysis, procure permitting and begin fitting hardware. GATSO engineers and build teams along with local



contractors will begin the process of installing, calibrating and testing camera systems in the field. Reporting and tracking timetables will be established to support system readiness, reduce system downtime and monitor the operational health of our enforcement hardware.

### COLLABORATION & INTEGRATION

Our software engineers in Europe and the US, along with our local development team, will work closely with program, LACSD and Court officials to customize specific software and interface requirements per program requirements. XILIUM en-



GATSO Factory

hancements and WebDoc integration will be built into our online systems allowing program officials to access and view camera system calibration reports and data in support of back-office operations and adjudication efforts. Staff training programs will be coordinated and executed prior to program rollout. A Service Ticket system will be established and procedures will be developed to support information flow and increase efficiencies in the areas of problem resolution and program deliverables. “On-Call” service schedules will be coordinated, and Quick-Response protocols will be established to meet the challenge of every conceivable program exigency or complication. At West Hollywood’s request, a social media campaigns will be built and implemented, and GATSO shall provide required composition, assistance and support with the development and implementation of social awareness programs.

**IMPLEMENTATION**

GATSO will ensure that all new and existing approach sites deemed appropriate by the City will be fully and tested within a very expedient time range. Our solutions typically require a single rear and single front mounting pole with power, locatable within a wide range of distance from the intersection approach. We anticipate that given the nature of our solution, additional sites could be fully assessed and analyzed during the proposed timeframes should the City concur.

**VARIABLES**

Analysis, permitting, pole installation, configuration, testing, retesting and certification are all variables in any build-out equation. Those variables notwithstanding, the uniqueness of the GATSO system is the speed in which it can be installed and the minimal disturbance to daily traffic during the installation. Our systems were designed and built with every implementation variable in mind, and that design philosophy pays off handsomely during this phase.

**CHANGE ORDERS**

Relative to the implementation and installation phases of an automated enforcement program, GATSO has never submitted a change-order to one of its safety partners. We present our pricing as a true turn-key solution, not a bait-and-switch opportunity. Our references will bear out this fact.

## TIMELINES

Any drawing review and permit issuance time-lines would naturally depend on the City's then-current workload. Based on extensive experience, however, with the typical delays and variables, the timeline for a drawing-through-construction GATSO-directed installation is typically eight weeks - or much quicker with existing or expedited processes.

## SUBCONTRACTORS

Our Scottsdale, AZ-based Project Manager Rich Kosina has led dozens of subcontracting teams for hundreds of build-outs. It is his intention to utilize local resources, as noted in the Subcontractors section of this submittal, to supplement his existing crew. Ongoing, both GATSO technicians and local subcontractor personnel will be available and on-call for scheduled and emergency response.

## PERMITTING & APPLICATIONS

GATSO will work with program officials to ensure all required documentation is composed and submitted to the appropriate parties. If existing poles are not available for camera attachment or if the City chooses not to allow attachment, the poles and foundations we would use will require engineering drawings, permits and site build-out. Further, since our solution will not require connection to the traffic control cabinet or disturbance of the road surface, we've greatly reduced the review time for program officials, resulting in a quicker approval and permit.

## WARRANTY

GATSO USA warrants all GATSO-owned hardware for the length of the original contract and any contract extensions. Any required repairs and maintenance will be performed by GATSO USA at no charge to the City. The camera system's OS software will be upgraded at no cost to the City for the length of original contract and any contract extensions. The violation processing software will be upgraded at no cost to the City for the length of original contract and any contract extensions.

## AS-BUILT DRAWINGS

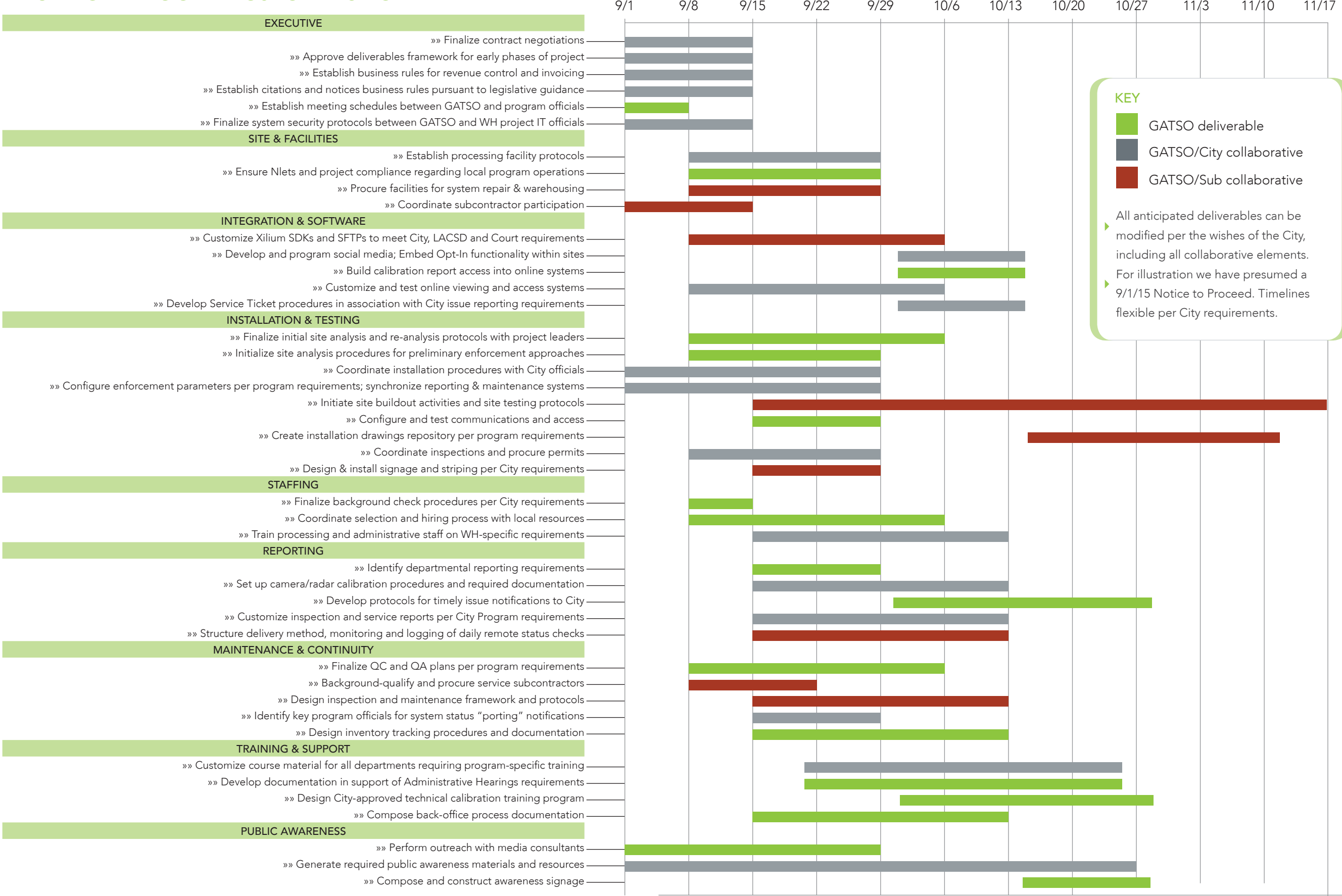
Any approved as-built design drawings produced for this program will be deposited in a repository as well as City offices for the life of the contract. Further, any changes which may occur to a RLC system whether to new or existing installations will be added to the repository. The repository will remain active for the life of the contract.

## SIGNAGE

GATSO ensures that each of its enforcement programs are current and compliant with the program requirements for signage. West Hollywood will be no different. GATSO understands that courts will rule against programs that do not adhere to the strict requirements for clear, unobstructed public alerts mandated by oversight agencies. Our Program Manager has extensive experience in a great number of municipalities regarding the requirements for proper signage.



# WEST HOLLYWOOD PROJECT LAUNCH TIMELINE



**KEY**

- GATSO deliverable
- GATSO/City collaborative
- GATSO/Sub collaborative

All anticipated deliverables can be modified per the wishes of the City, including all collaborative elements. For illustration we have presumed a 9/1/15 Notice to Proceed. Timelines flexible per City requirements.



# Fee Proposal



GATSO shall provide West Hollywood with a number of pricing options, allowing City managers and program personnel the flexibility of choice...

### FEE STRUCTURE #1

GATSO will provide a fully turn-key program for up to 6 lanes of red light enforcement per approach, all installation and equipment costs, system integration costs, service and maintenance costs, violation processing and services costs, community awareness costs, and all other costs related to the scope of work required.

**The fee for #1 will be \$4943.00 per approach per month.**

### FEE STRUCTURE #2

GATSO will provide a fully turn-key program for up to 6 lanes of red light enforcement per approach, all installation and equipment costs, system integration costs, service and maintenance costs, violation processing and services costs, community awareness costs, and all other costs related to the scope of work required.

**The fee for #2 will be \$2265.00 per approach per month plus \$7.72 per issued citation.**

### FEE STRUCTURE #3

GATSO will provide a fully turn-key program for up to 6 lanes of red light enforcement per approach, all installation and equipment costs, system integration costs, service and maintenance costs, violation processing and services costs, community awareness costs, and all other costs related to the scope of work required.

**The fee for #3 will be \$88.00 per issued citation**

SUBMIT ONLINE

ATTACHMENT C

CITY OF WEST HOLLYWOOD REQUEST FOR PROPOSALS  
AUTOMATED RED LIGHT CAMERA ENFORCEMENT SERVICES

**NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY THE PROPOSER AND  
SUBMITTED WITH THE PROPOSAL**

STATE OF CALIFORNIA            )  
                  MASSACHUSETTS    )ss  
COUNTY OF ESSEX            )

Andrew Noble

Being first duly sworn, deposes and says that he is

President

(sole owner, a partner, president, etc.)

of GATSO USA, the party making the foregoing proposal, that such proposal is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such proposal is genuine and not collusive or sham, that said proposer has not directly or indirectly induced or solicited any other proposer to put a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put a sham proposal, or that anyone shall refrain from proposing, that said proposer has not in any manner, directly or indirectly, sought by agreements, communication, or conference with anyone to fix the proposal price of said proposer or of any other proposer, or to fix the overhead, profit or cost element of such proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed contract; that all statements contained in such proposal are true and, further, that said proposer has not, directly or indirectly, submitted his proposal price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, proposal depository, or to any member or agency thereof, or to any other individual, except to such person or persons who have a partnership or other financial interest with said bidder in his general business.

Signed *Andrew Noble* A. NOBLE

President

Title

Subscribed and sworn to before me this 28th day of May, 2015.

*Suzanne E. Stelmach*  
Notary Public



**SUZANNE E. STELMACH**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 10, 2019

1. Page 1, Section 2 (Term of Agreement): In order to provide consistency with the proposed term outlined in RFP Section III.A.2, Gatso proposes that this Section be deleted and replaced in its entirety as follows:

The term of this Agreement shall commence upon execution by both parties and continue for a period of five (5) years (the "Initial Term"). Upon expiration of the Initial Term, the Parties may renew the Agreement for two subsequent one (1) year terms (each a "Renewal Term" and, collectively with the Initial Term, the "Term") subject to renewal pricing that will be provided by Contractor to the City no less than sixty (60) days prior to the expiration of the then current Initial Term or Renewal Term.

2. Page 1, Section 3 (Time of Performance): Since this Agreement is for services to be provided for a fixed term, Gatso proposes this Section be deleted in its entirety.
3. Page 1, Section 4 (Payment for Services): Gatso proposes that (i) the phrase "to the City's satisfaction" in the third sentence be replaced in its entirety with the phrase "in accordance with the schedule incorporated in Exhibit A" and (ii) the term "reasonably" be inserted after the phrase "and any other information" in the last sentence of this section.
4. Page 2, Section 6.1 (Termination for Convenience): Gatso proposes adding the following to the end of Section 6.1:

If the City terminates this Agreement for convenience at any time not less than thirty (30) days prior to the termination of the Initial Term, then the City shall pay Contractor a fee in the amount of \$1,000 per camera for each month or partial month that remains in the Initial Term as of the effective date of termination (the "Termination Fee"). The Termination Fee shall be paid within thirty (30) days after the effective date of termination. There is no Termination Fee if the City terminates at any time after the Initial Term. This section will survive the termination or expiration of this Agreement.

5. Page 2, Section 6.2 (Termination for Cause): Gatso proposes using its standard language regarding termination for cause by deleting Section 6.2 in its entirety and replacing it with the following:

**Termination for Cause.** Either party may terminate this Agreement for cause if: (a) the other party has breached its obligations under this Agreement; (b) applicable state or federal law is amended to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by the Contractor; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable state or federal law or cannot otherwise be used to enforce notices of violation or citations issued hereunder. For any event described in this Section 6.2, the terminating party must provide fifteen (15) days advance notice to the other party of its intent to terminate, which notice must

include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other party with an opportunity to cure the breach within fifteen (15) days after receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, Contractor may suspend the System and all associated services immediately upon the effective date of such amendment or ruling, as applicable.

6. Page 3, Section 7 (Indemnification): Gatso proposes using its standard language regarding indemnification by deleting this Section and replacing it in its entirety as follows:

The Contractor will indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under or in concert with them (the "City Indemnitees") from and against any and all third party claims arising out of or related to: (i) any material breach of the representations and warranties of the Contractor set forth in Section X; (ii) negligence or misconduct of the Contractor or its employees, contractors, subcontractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of the City or any City Indemnitee; and (iii) a claim that the System infringes the copyright or U.S. patent of a third party. In the event a claim of infringement is made or appears likely to be made, the Contractor will either: (a) enable the City to continue to use the System, (b) modify the System to render it non-infringing; or (c) replace the System with a replacement System at least functionally equivalent. If the Contractor determines that none of these alternatives is reasonably available, the Contractor will have the right to terminate this Agreement upon thirty (30) days' notice to the City.

The City shall indemnify, defend, and hold harmless Contractor and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to equipment suppliers and installers) (the "Contractor Indemnitees") from and against any and all third party claims arising out of or related to: (a) any material breach of the representations and warranties of the City set forth in Section X; (b) negligence or misconduct of the City or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Gatso Indemnitee; or (c) the validity of the results of the City's use of the System or any portion thereof; or the validity of any notice of violation or traffic citation issued, prosecuted, and collected as a result of the City's use of the System except to the extent caused by Gatso's failure to comply with the terms of the Agreement.

7. Pages 6-7, Section 10.2 (Workers' Compensation Law): Gatso proposes deleting the second sentence of this Section because this issue is addressed in Section 7. Contractor proposes adding the phrase "In the event that a court of competent jurisdiction declares a judgment against the Contractor in which the Contractor is ordered to pay any amount to the City," at the beginning of the last sentence of Section 10.2.
8. Page 7, Section 11 (Conflict of Interest): Gatso proposes adding (i) the phrase "to the best of its knowledge" after the phrase "The Contractor confirms that" in the first sentence, and (ii) the term "knowingly" between the phrases "nor shall it" and "employ or subcontract" in the second sentence of this section.
9. Page 7, Section 12 (Non-Discrimination and Equal Employment Opportunity): Gatso proposes the phrase "ensure that applicants are employed" in the second sentence be replaced with the phrase "ensure that such applicants are given equal treatment in regard to employment opportunities".
10. Page 8, Section 17 (Ownership of Documents): Gatso proposes deleting the first sentence of this section and replacing it with the following: "All City-specific program data created by the Contractor in connection with the Services shall become the property of the City. Contractor will receive a broad license back from the City to use such de-identified data for statistical purposes and to enhance and extend the functionality of the System." Gatso further proposes replacing references in this section to "documents" or "materials" with "program data."
11. Gatso proposes adding a new Section, **Representations and Warranties**, to the Agreement:
  - X.1 The Contractor represents and warrants that at all times during the Term:
    - a. it has the legal power to enter into the Agreement;
    - b. the Systems are provided and will continue to perform in accordance with this Agreement;
    - c. the services described herein will be performed in a workmanlike and professional manner with due care and skill;
    - d. it will perform the services described herein in compliance with all applicable federal, State of California, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq;
    - e. it is not barred by law from contracting with the City or with any other unit of state or local government as a result of (a) a delinquency in the payment of any tax administered

by the California Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax;

f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Contractor will be liable to the City for all loss or damage that the City may suffer thereby, and this Agreement will be null and void, at the City's option; and

g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Contractor further represents and warrants to the City that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

X.2 The City represents and warrants that at all times during the Term:

a. it has the legal power to enter into and perform its obligations under the Agreement and that it has complied with any and all applicable federal, State of California, and local procurement requirements in connection therewith; and

b. it will utilize the System and the services in compliance with all applicable federal, State of California, and local laws and in accordance with this Agreement.

X.3 EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION X:

a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

b. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTY THAT THE SERVICES AND/OR SYSTEM WILL MEET CITY'S REQUIREMENTS, OR THAT THE SERVICES AND/OR SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CONTRACTOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SYSTEM.

City of West Hollywood, CA

Appendix B

Exceptions to Automated Red Light Camera Enforcement Services Request for Proposal

Attachment B: Sample Agreement for Services

June 12, 2015

17. Gatso proposes adding a new Section Y, **Limitation of Liability**, to the Agreement:

EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY CITY TO CONTRACTOR DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. THIS PROVISION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.



## II. General Conditions

Page 6, Section II.I: Gatso proposes adding the following at the end of the first paragraph: "Nothing in this section shall in any way limit the rights of a Firm to use, reproduce, copy, disseminate or create derivate works of any materials submitted by such Firm at any time and for any purpose."

Page 6, Section II.K: Gatso proposes inserting the following as the second sentence in this Section: "In the event of a conflict or inconsistency between the terms of any such formal agreement and the RFP, the terms of the formal agreement shall prevail."

## III. Requirements

Page 8, Section III.A.3.h; Page 16, Sections III.H.3 and III.I.2: Gatso proposes that the term "expert" or "expert witness" be replaced with the term "fact witness" in each of these three subsections.

Page 8, Section III.A.3.k: In order to avoid inconsistencies with the more detailed provisions in Section III.H.1, Gatso proposes that Section III.A.3.k be replaced in its entirety as follows: "Training for City staff involved in the implementation of the program, as further provided in Section III.H of this RFP."

Page 9, Section III.B.2: Due to the significant expense associated with System equipment, Gatso proposes deleting the first sentence of this section and replacing with the following: "The City and the Vendor may mutually agree to increase the number of intersections included in the Program."

Page 10, Section III.B.12; Page 12, Section III.D.1; Page 15, Section III.F.4: Gatso will operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, including system maintenance and repairs and Force Majeure. Accordingly, Gatso proposes that each reference to "24 hours per day" or "24/7" be replaced with "24/7 except during commercially reasonable system maintenance or repair periods or Force Majeure events".

Page 11, Section III.B.18: Gatso proposes deleting the first sentence of this section and replacing with the following: "The Vendor shall provide an internet site that utilizes industry standard security protocols through which the LACSD West Hollywood Station can review, and accept or reject citations."

Page 11, Section III.B.20: The proposed System will not be connected to the traffic signal system. Accordingly, this Section should be deleted in its entirety. Page 14, Section III.E.19: Gatso proposes adding the phrase "use commercially reasonable efforts to" after the phrase "The Vendor shall" in the only sentence in this subsection.

Page 15, Section III.F.2: Gatso proposes replacing the first sentence of this section with the following: "In the event Vendor makes upgrades to the software or related performance capabilities of the System generally available to its customers, Gatso will provide such upgrades without charge to the City." Gatso also proposes that the second sentence of this section be deleted as it does not appear to be related to the proposed System.

City of West Hollywood, CA

Appendix A

Exceptions to Automated Red Light Camera Enforcement Services Request for Proposal

June 12, 2015

IV. h: Proposed Modifications to Sample Agreement

See Appendix B.

V. Selection Process

Page 20, Section V.D and V.E: Gatso generally takes exception to non-exclusivity provisions (e.g., third parties installing, maintaining, or otherwise having access to Proponent's proprietary Systems) and proposes that Sections V.D. and V.E. be deleted in their entirety.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Charles River Ins. Brokerage, Inc.<br>5 Whittier Street<br>4th Floor<br>Framingham MA 01701 | <b>CONTACT NAME:</b> Christina Wasson<br><b>PHONE (A/C No. Ext):</b> (508) 656-1428<br><b>FAX (A/C No):</b> (508) 656-1499<br><b>E-MAIL ADDRESS:</b> cwasson@charlesriverinsurance.com   |                               |        |                                  |  |                                      |       |            |  |            |  |            |  |            |
|--|--|-------------------------------|--------|----------------------------------|--|--------------------------------------|-------|------------|--|------------|--|------------|--|------------|
|  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Westchester Surplus Lines</td> <td>21121</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Hanover Insurance Co. |  | INSURER B: Westchester Surplus Lines | 21121 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |                                  |  |                                      |       |            |  |            |  |            |  |            |
| INSURER A: Hanover Insurance Co.   |  |                               |        |                                  |  |                                      |       |            |  |            |  |            |  |            |
| INSURER B: Westchester Surplus Lines   | 21121  |                               |        |                                  |  |                                      |       |            |  |            |  |            |  |            |
| INSURER C:   |  |                               |        |                                  |  |                                      |       |            |  |            |  |            |  |            |
| INSURER D:   |  |                               |        |                                  |  |                                      |       |            |  |            |  |            |  |            |
| INSURER E:   |  |                               |        |                                  |  |                                      |       |            |  |            |  |            |  |            |
| INSURER F:   |  |                               |        |                                  |  |                                      |       |            |  |            |  |            |  |            |
| <b>INSURED</b><br>GATSO USA Inc<br>900 Cummings Center,<br>Suite 222-T<br>Beverly MA 01915                     |  |                               |        |                                  |  |                                      |       |            |  |            |  |            |  |            |

**COVERAGES** CERTIFICATE NUMBER: 15GL/CA/WC/E&O/UMB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | ZHNA19244400  | 1/12/2015               | 1/12/2016               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          | AHNA185020    | 1/12/2015               | 1/12/2016               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | UHNA19244500  | 1/12/2015               | 1/12/2016               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A   |           |          | WHNA185027    | 1/12/2015               | 1/12/2016               | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                       |
| B        | <b>Tech Errors &amp; Omissions</b>  |           |          | G2403012A007  | 1/12/2015               | 1/12/2016               | Limit \$1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>City of West Hollywood<br>8300 Santa Monica Boulevard<br>West Hollywood, CA 90069 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br><br>E Bohn Gitlitz/SJK   |

TCB

GRANT OF EQUIPMENT  
AUTHORIZATION

TCB

Certification

Issued Under the Authority of the  
Federal Communications Commission  
By:

MICOM Labs  
440 Boulder Court Suite 200  
Pleasanton CA 94566

Date of Grant: 11/18/2013

Application Dated: 11/18/2013

Gatsometer BV  
Claes Tillyweg 2  
Haarlem, 2031CW  
Netherlands

Attention: Theodorus Janssen , technology director

**NOT TRANSFERABLE**

EQUIPMENT AUTHORIZATION is hereby issued to the named GRANTEE, and is VALID ONLY for the equipment identified hereon for use under the Commission's Rules and Regulations listed below.

FCC IDENTIFIER: TVO-RT3  
Name of Grantee: Gatsometer BV  
Equipment Class: Part 15 Class B Computing Device Peripheral  
Notes: RT3 Antenna  
Modular type: Single Modular

| <u>Grant Notes</u> | <u>FCC Rule Parts</u> | <u>Frequency Range (MHZ)</u> | <u>Output Watts</u> | <u>Frequency Tolerance</u> | <u>Emission Designator</u> |
|--------------------|-----------------------|------------------------------|---------------------|----------------------------|----------------------------|
|                    | 15B                   | -                            |                     |                            |                            |

Limited Modular Approval (LMA) restricted to speed radar monitoring products produced by the applicant.

Confirmation Date: 2013-11-18

Agency attestation: TELECONFORMITY  
Function: Mr. M. Koop  
Manager



TCB

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Gatsometer BV  
Claes Tillyweg 2  
Haarlem, 2031CW  
Netherlands

Attention: Theodorus Janssen , technology director

**NOT TRANSFERABLE**

EQUIPMENT AUTHORIZATION is hereby issued to the named GRANTEE, and is VALID ONLY for the equipment identified hereon for use under the Commission's Rules and Regulations listed below.

FCC IDENTIFIER: TVO-RT3  
Name of Grantee: Gatsometer BV  
Equipment Class: Part 15 Field Disturbance Sensor  
Notes: RT3 Antenna  
Modular type: Single Modular

| <u>Grant Notes</u> | <u>FCC Rule Parts</u> | <u>Frequency Range (MHZ)</u> | <u>Output Watts</u> | <u>Frequency Tolerance</u> | <u>Emission Designator</u> |
|--------------------|-----------------------|------------------------------|---------------------|----------------------------|----------------------------|
| CC                 | 15.245                | 24075.0 - 24175.0            |                     |                            |                            |

Limited Modular Approval (LMA) restricted to speed radar monitoring products produced by the applicant.

CC: This device is certified pursuant to two different Part 15 rules sections.

Confirmation Date: 2013-11-18

Agency attestation: TELECONFORMITY  
Function: Mr. M. Koop  
Manager



# TNO CERTIFICATION

TNO CERTIFICATION B.V., THE NETHERLANDS

HEREBY DECLARES THAT THE QUALITY MANAGEMENT SYSTEM

AS DEMONSTRATED BY

***Gatsometer B.V.***

ESTABLISHED IN

***Haarlem  
The Netherlands***

MEETS THE REQUIREMENTS OF:

***ISO 9001:2008***

FOR THE APPLICATION AREA:

***The development, design, manufacturing, sales, calibration  
and maintenance of traffic enforcement products.***



EAC Code: 19

TNO CERTIFICATION B.V. WILL REGULARLY PERFORM INSPECTIONS

***Date of issue: 5 March 2010***  
***Certificate expiry: 22 December 2012***  
***Original approval: 12 December 1996***

DIRECTOR  
TNO CERTIFICATION B.V.

A handwritten signature in blue ink, likely belonging to the Director of TNO Certification B.V.

TNO Certification B.V.  
Boogschutterstraat 11A  
PO Box 541  
7300 AM Apeldoorn  
Netherlands

**CERTIFICATE**

CERTIFICATENUMBER  
***S-10-25461-1a***

ACCREDITED BY THE DUTCH COUNCIL FOR ACCREDITATION



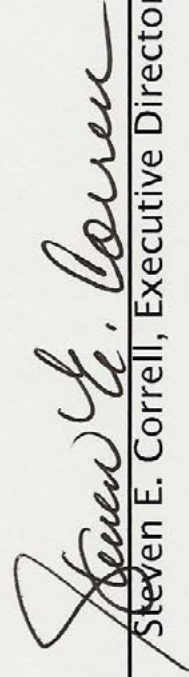


NLETS, THE INTERNATIONAL JUSTICE & PUBLIC SAFETY NETWORK

Nlets Strategic Partner  
designation is approved by the Nlets Board of Directors to

**Gatso USA, Inc.**

*Granted: May 04, 2011*

  
\_\_\_\_\_  
Steven E. Correll, Executive Director, Nlets