

SUBJECT: RED LIGHT PHOTO ENFORCEMENT PROGRAM

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

(Sharon Perlstein, City Engineer) 

(Oscar Delgado, Director of Public Works) 

STATEMENT OF THE SUBJECT:

The City Council will consider authorizing staff to continue operation of the Red Light Photo Enforcement Program by entering into an agreement for services with GATSO USA, Inc. and amending an agreement for services with Xerox State and Local Solutions.

RECOMMENDATIONS:

1. Approve an Agreement for Services with GATSO USA, Inc. in the amount up to \$474,528 per year for a total not-to-exceed value of \$2,372,640 to operate the Red Light Photo Enforcement program for five years; and authorize the City Manager or designee to execute documents incident to the Agreement.
2. Approve Amendment No. 7 to the Agreement for Services with Xerox State and Local Solutions, extending the term by 3 months to 12/31/2015 to close out the citation process from the firm's past operation of the Red Light Photo Enforcement Program and increasing the not to exceed amount by \$85,491; and authorize the City Manager or designee to execute documents incident to the Agreement.

BACKGROUND ANALYSIS:

In May 1999, the City Council approved implementation of the Red Light Photo Enforcement Program. The project is coordinated with the West Hollywood Sheriff's Department as the law enforcement agency authorized to issue citations and represent the City in court. The City has been successful in reducing accidents and violations throughout the 16 year term of the project. The camera housings are positioned to photograph red light violators as they travel straight through an intersection, perpendicular to opposing traffic. Broadside collisions, which have the highest incidence of bodily injury, are associated with red light violations of through movements. The City's program has never included issuance of Red Light Photo Enforcement citations to motorists making left of right turns, as turning motorists typically move at slow speeds and do not pose the same type of safety hazard. With limited resources for law enforcement, it is not possible to continuously place Sheriff Deputies at the intersections to cite red light violators. Therefore, City staff and the

LA County Sheriff's Department continue to see justification for the Red Light Photo Enforcement Program.

The City's existing photo enforcement camera equipment has become antiquated. The existing cameras use film which must be processed the old-fashioned way, with chemicals in a darkroom. The existing equipment for detecting violating vehicles relies on magnetic loops embedded in the pavement, which have deteriorated and are difficult to maintain. In order to continue operation of the Red Light Photo Enforcement Program, the cameras need to be updated to digital technology and the detection systems need to be updated to radar technology. Additionally, the existing camera system only takes still photographs of the front of the violating vehicle, leaving the Sheriff unable to issue citations to any vehicles without a front license plate. More modern Red Light Photo Enforcement Programs use video technology as well as photograph both the front and rear license plates. These enhanced systems provide additional documentation to justify citations and enable citation issuance to violating vehicles which don't have a front license plate.

Through operation of Red Light Photo Enforcement cameras at 24 approaches to 8 intersections, the City issued an average of 750 citations per month during 2014. The average speed of a violating vehicle was between 30 mph to 35 mph. Each of the red light citations involved a motorist with the potential for causing a broadside collision. The City has been successful in reducing accidents and violations throughout the 16 years of program operation. This has been accomplished through a combination of the cameras, upgrades to signal timing, and enhancements to roadway markings. In addition to the red light cameras, these improvements include (a) in 2013 and 2014 implemented updated traffic signal timing citywide to better coordinate traffic flow; (b) in 2012 installed "count down" pedestrian indicators on the traffic signals; (c) in 2013 increased the duration the traffic signals are in yellow phase before changing to red; (d) in 2013 increased the duration of the red clearance (where the traffic signal is red in all directions each time the light changes from red to green); as well as (e) began to install advance stop bars and high visibility "zebra" style crosswalk markings as part of recent and future street paving projects. With these infrastructure improvements working in concert with the red light cameras, motorists are better able to anticipate when a light will switch to red and to stop in advance of an intersection, thereby reducing the number of red light citations. During 2015, motorist behavior has continued to improve. This is evidenced by the continued decrease in number of citations issued from the cameras each month.

Considering the steadily declining volume of citations, Engineering Division staff conducted a traffic engineering analysis to determine which intersection approaches would benefit the most from continuation of the Red Light Photo Enforcement Program. Parameters studied included the monthly volume of citations issued per intersection, 5-year accident history (both broadside and rear-end collisions), severity of injuries related to collisions, traffic volumes, and vehicle speeds. Based on this analysis, staff recommends reducing the number of camera locations to the following 8 approaches, involving three intersections. Motorists traveling through these

approaches continue to exhibit high instances of red light running each month:

1. La Brea at Fountain (northbound)
2. La Brea at Fountain (southbound)
3. Beverly at Robertson (eastbound)
4. Beverly at Robertson (westbound)
5. La Brea at Santa Monica (eastbound)
6. La Brea at Santa Monica (northbound)
7. La Cienega at Melrose (northbound)
8. La Cienega at Melrose (southbound)

The volume of citations for the northbound approach to the intersection of Fairfax Avenue at Fountain Avenue is also high. However, during the current fiscal year the City will be installing marked bicycle lanes on Fairfax Avenue and restriping the roadway to add an advance stop bar for the northbound approach to Fairfax Avenue at the Fountain Avenue intersection. These upcoming roadway enhancements are anticipated to calm motorist behavior and therefore reduce justification for placement of Red Light Photo Enforcement at this intersection approach. The other 15 roadway approaches that historically have operated with Red Light Photo Enforcement Cameras are not recommended for continuation in the program due to large declines in citations and accidents.

The City contracts with a vendor to furnish and manage the cameras and appurtenant equipment at each intersection; to individually review the red light photographs collected by the cameras for accuracy based on a set of written business rules; to transmit the photos to a sworn West Hollywood Sheriff's Deputy for review and issuance of the traffic citation; to mail the traffic citations to the registered owners of vehicles; and to provide on-line and telephone assistance to persons with questions regarding citation procedures. The current contract with Xerox State and Local Solutions has been extended on several occasions and will end on September 30, 2015.

In the spring of 2015, the City Council authorized the Engineering Division to solicit a Request for Proposals (RFP) for Red Light Photo Enforcement Program to verify the most qualified vendor will provide the services at the best price. The RFP solicitation was conducted through an on-line process using *PlanetBids*. Through the on-line process the Notice of RFP was sent to 70 vendors, of which 8 downloaded the full RFP. On June 16, 2015, proposals were received from the following 3 firms:

1. GATSO USA, Inc.
2. Xerox State and Local Solutions
3. Redflex Traffic Systems

Engineering Division staff and representatives from the LA County Sheriff's Department evaluated the written proposals and conducted in-person interviews with each firm. The proposals and interviews evaluated each firm's camera and detection

equipment; violation processing system and scope of services to be provided; ability to interface with the Court; project understanding, methodology, and project management team's experience; references; and financial considerations. Based on the review, GATSO USA, Inc. is recommended as the firm best qualified and prepared to serve the City on this project. GATSO USA, Inc. is an innovator and leader in the development of red light cameras, beginning in 1966 with the invention of the first red light camera and 1998 with the first digital red light camera in the US. Their T-Series Red Light Enforcement system is an all-in-one fully integrated, fully wireless camera and detection system which can monitor up to 6 lanes of traffic. Because this equipment is wireless, construction work is minimized, enabling deployment and start of the program for West Hollywood in less than 3 months from start of the contract. The members of their Project Team bring 7 to 35 years of experience for installation and operation of the City's program. GATSO USA, Inc. provides similar turnkey Photo Enforcement programs with full back-office support for 24 cities in the USA, as well as international clients in 60 countries. Reference checks were conducted with Abington, PA; Winter Park, FL; and Cedar Rapids, IA. All three reference clients had implemented new Red Light Photo Enforcement programs with GATSO USA, Inc. during the past 5 years. Each reference verified GATSO USA, Inc. is capable of provided the scope of services in an exemplary manner.

There is a high initial cost for GATSO USA, inc. to procure and install the new camera equipment and start up the citation processing. Therefore the Agreement for Services is based on a 5-year term with two optional one-year extensions. The fee structure of the Agreement is based on a fixed fee of \$4,943 per approach per month. For 8 intersection approaches, the monthly fee is \$39,544. This equates to an annual fee of \$474,528. GATSO USA, inc. 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 in the Agreement for Services (see Attachment A).

In July 2015, the Public Safety Department was directed to explore opportunities and costs to implement Automated License Plate Recognition (ALPR) cameras. As a vehicle passes an ALPR camera, its license plate is read and instantly checked against database record of vehicles of interest. Currently, GATSO USA, Inc. is developing and testing an ALPR application, which they anticipate will be available to clients within approximately 2 years. The application will operate using their T-Series camera system, providing ALPR simultaneous to the Red Light Photo Enforcement application. GATSO USA, Inc.'s T-Series camera system is currently equipped with an "Amber Alert" feature which enables law enforcement departments to search in real time for wanted or suspect vehicles at intersections equipped with Red Light cameras, without interrupting the photo enforcement tasks. Using automatic number plate recognition technology, the camera's radar detection feature can scan the license plates of all passing vehicles in up to 6 lanes. Through a web based secure portal, a law enforcement officer can enter a license plate along with the vehicle type

and color. When a suspect vehicle passes a camera location, the system immediately reports the information back to the law enforcement department via text or e-mail. GATSO USA, Inc. includes this "Amber Alert" feature at no additional cost to the City for the eight intersection approaches which will be equipped for the Red Light Photo Enforcement cameras.

In order to transition the Red Light Photo Enforcement program from Xerox State and Local Solutions to GATSO USA, Inc., a three-month "wind down" period is needed to close out the violation processing, evidence management, and customer service tasks for citations currently in progress with Xerox State and Local Solutions. The scope of work inclusive of all services detailed in the Amendment No. 7 to the Agreement for Services (see Attachment B) is based on monthly fixed fees as follows:

October 2015 Fixed Fee	\$48,852
November 2015 Fixed Fee	\$24,426
December 2015 Fixed Fee	\$12,213

The total not to exceed amount for Amendment No. 7 is \$85,491

ALTERNATIVE:

The City Council may decide to discontinue the Red Light Photo Enforcement Program. The City would still need to transition through a three-month "wind down" period with Xerox State and Local Solutions to close out the violation processing, evidence management, and customer service tasks for citations currently in progress. The scope of work and monthly fixed fees for a total not to exceed amount of \$85,491 is inclusive of all services detailed in the Amendment No. 7 to the Agreement for Services (see Attachment B). To implement this scenario, the City Council would need to approve the following two recommendations:

1. Direct the Public Works Department to discontinue the Red Light Photo Enforcement Program effective October 1, 2015.
2. Approve Amendment No. 7 to the Agreement for Services with Xerox State and Local Solutions, extending the term by 3 months to 12/31/2015 to close out the citation process from the firm's past operation of the Red Light Photo Enforcement Program and increasing the not to exceed amount by \$85,491; and authorize the City Manager or designee to execute documents incident to the Agreement

CONFORMANCE WITH VISION 2020 AND THE GOALS OF THE WEST HOLLYWOOD GENERAL PLAN:

This item is consistent with *the Primary Strategic Goal* of **INSTITUTIONAL INTEGRITY, Maintain and enhance government integrity in all City operations and the efficient delivery of services.**

This item is consistent with the following goals of the West Hollywood General Plan:

IRC-1: Provide functional, safe and well-maintained circulation and public infrastructure throughout the City.

EVALUATION:

The vendors will be evaluated monthly to ensure they perform the scope of services for Red Light Photo Enforcement in accordance with the schedule and budget.

ENVIRONMENTAL SUSTAINABILITY AND HEALTH:

Red light running is estimated to cause more than 200,000 injuries and 1,000 deaths annually in the U.S., with fatality rates higher in the Western states. West Hollywood's program records over 25,000 red light violations annually, and it would be impossible given the magnitude of the problem to attempt to alter dangerous driver behavior using traditional law enforcement techniques, i.e. Sheriff's on motorcycles.

OFFICE OF PRIMARY RESPONSIBILITY:

Department of Public Works (Engineering Division).

FISCAL IMPACT:

None. Funding for the agreements has been budgeted in the Engineering Division for FY 2015-16 in account number 100-3-08-84-538017.

ATTACHMENTS:

Attachment A – Agreement for Services with GATSO USA, Inc.

Attachment B – Amendment No. 7 to the Agreement for Services with Xerox State and Local Solutions.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

This Agreement is made on this _____ day of _____, 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, Andrew Noble, President, shall be in charge of the project on all matters relating 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. 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, which removal shall be completed no later than thirty (30) days after the Effective Date of Termination.

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 ____ day
of _____, 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:
- 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 secure website, 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 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.
 - 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

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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 H

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 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.

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- 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. 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 of Force Majeure events.
- B.13. The digital cameras shall have the capability of operating effectively 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

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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 the secure 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 an 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.
- 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 secure storage and transmission and capable of maintaining a secure chain of custody of evidence, including

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data and images collected.

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 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

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- (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.8 and D.9 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 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.

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They CITY shall be responsible for any damage to a CONTRACTOR camera incurred during any relocation by the CITY.

- 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 a secure Internet site 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. The secure Internet site shall provide the images and video clip of the violation for viewing by the violator. The secure Internet site shall be available 24/7 except during commercially reasonable system maintenance or repair periods of 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.

F. Citation Generation and Processing

- 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

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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 L.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) business 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 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 L.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

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within ten (10) 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
 - 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

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- 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.
- 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 a secure Internet site, 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 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.
- F. Computer Hardware and Software
- F.1. CONTRACTOR shall provide and maintain computer hardware and

**CITY OF WEST HOLLYWOOD
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software needed to process citations

- F.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.
- F.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.
- F.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 of 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.

G. Reporting

- G.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.
- G.2. Reports shall be current and available at all times on-line. The monthly report 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

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- G.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. Training

- H.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. Training in periodic maintenance shall be provided by the CONTRACTOR if deemed necessary by the City. Inspection by City Staff of CONTRACTOR's facilities shall be provided as part of training. City shall be entitled to inspect CONTRACTOR's facilities at any time, with or without notice.
- H.2. The CONTRACTOR shall provide training on any proposed use of CONTRACTOR's computer system, and internet-based access, to authorized City staff.
- H.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.

I. Court Testimony

- I.1. The CONTRACTOR shall provide documentation as necessary to describe the maintenance, repair records, technical operation of the digital camera systems and related equipment for contested citations.
- I.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.

J. Discovery/Public Records Requests

- J.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

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well as all other applicable laws related to such requests.

K. Community Awareness

- K.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.
- K.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.
- K.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.

L. Responsibilities of the CITY

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

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

Not applicable

TO: City of West Hollywood

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

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 _____

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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 affect 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 _____ day of _____, 20_____.

CONTRACTOR

SURETY

Subscribed and sworn to this _____ day of _____, 20_____.

Notary Public _____

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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 day of _____, 20____.

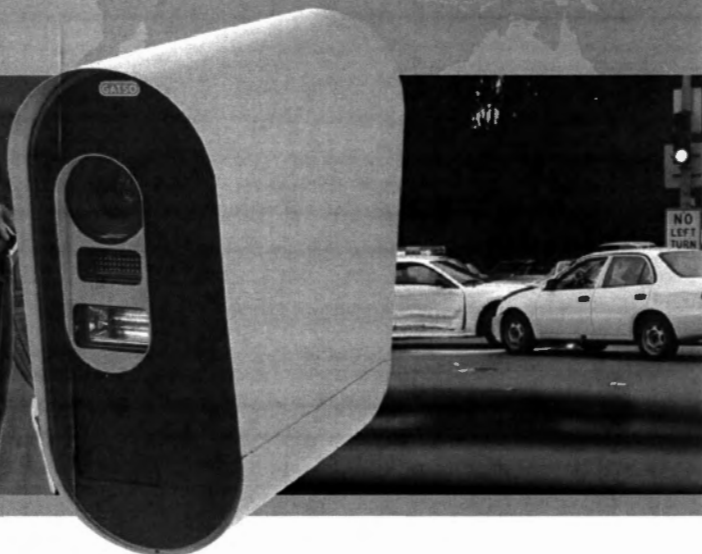
CONTRACTOR

SURETY

Subscribed and sworn to this _____ day of _____, 20_____.

Notary Public _____

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

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 black ink, appearing to read "Andrew Noble".

Andrew Noble – President
GATSO USA








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

6 Lanes Of Coverage	30 FPS Video		20 Megapixel Imaging		Simultaneous RLC & Speed Enforcement
	Virtual Traffic Signal Connection		IP66, Rated Cabinet		Wireless Tracking Radar
		6 Meter Mount Height			

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.

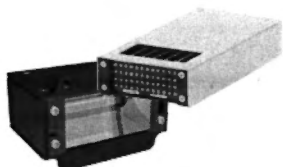
PRIMARY ENFORCEMENT COMPONENTS



Platform - 20"x8"x22"
meets IACP standards



Imaging Unit - 4"x5x4"



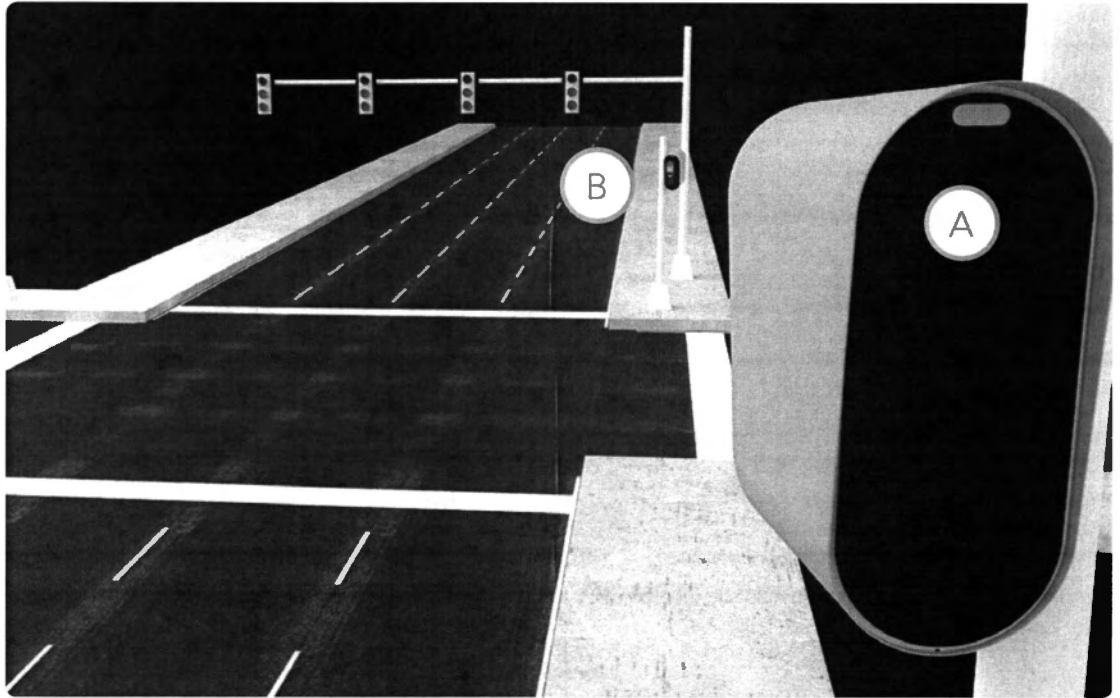
Flash Units
White Flash - 1.7"x4.5"x2.8"
Infrared Flash 1.3"x3.4"x7"



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.

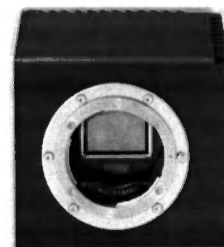
ADVANCED SOLUTION

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

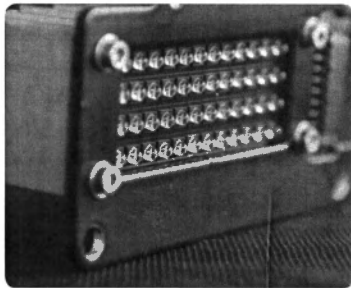
introduces image quality issues that have limited the effectiveness of many programs. These inhibitions can cause real challenges to installation and performance of the front unit. These unique imaging obstacles need to be overcome in the laboratory and in the field through engineering and testing. Our 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.

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

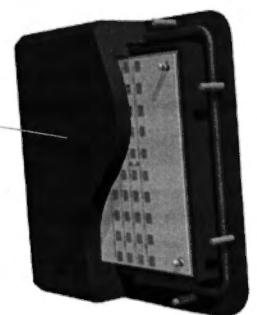
RADAR DETECTION

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

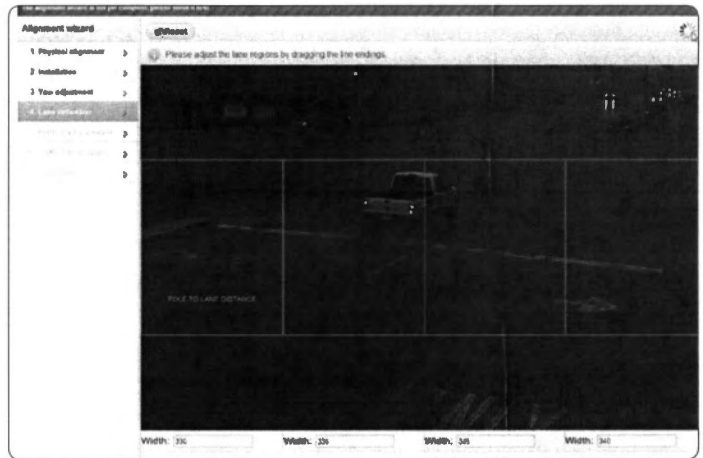
- » Fully wireless, loop-free installation
- » Massive 150 meter coverage range
- » 32-vehicles simultaneous tracking
- » 6 lanes of coverage

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	Installer: Gatso USA	
Time: 09:31:18	Speed: 14 mph	Direction: Receding	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	
			● 2.6 ● 4.0 ● 16.9	
EventNr: 4958	Lane: All	Date: 08/15/2014	Time: 09:31:18	OffenceType: Red
			Speed: 14 mph	Elapsed: 1.740 s

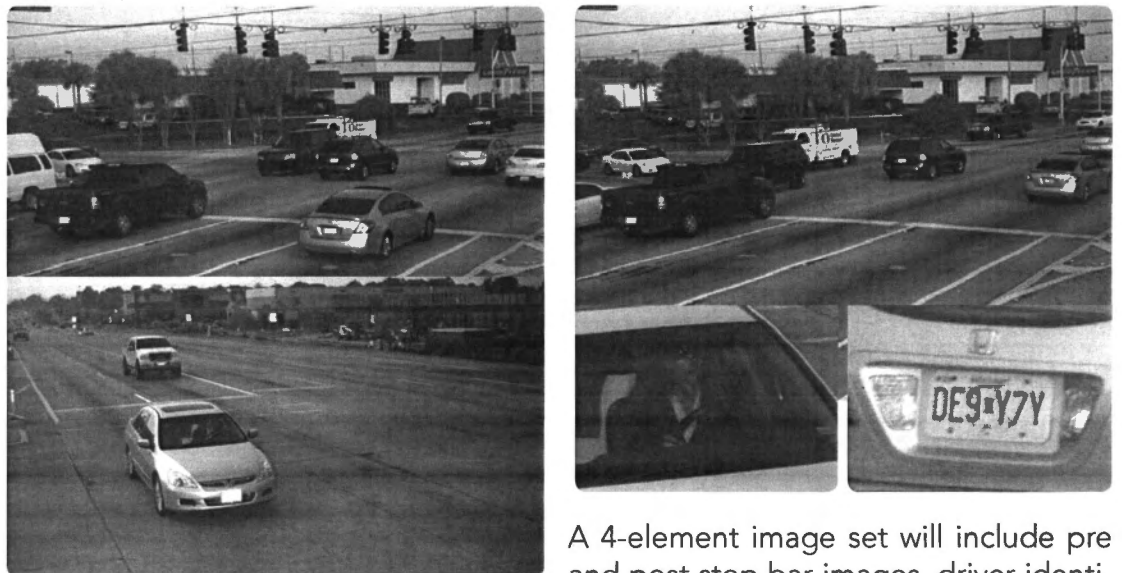
Elapsed:
This value will only be present on a video frame databar (not on a still image databar). It is the time between the trigger-time (the time of the violation) and the time of the frame.

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.

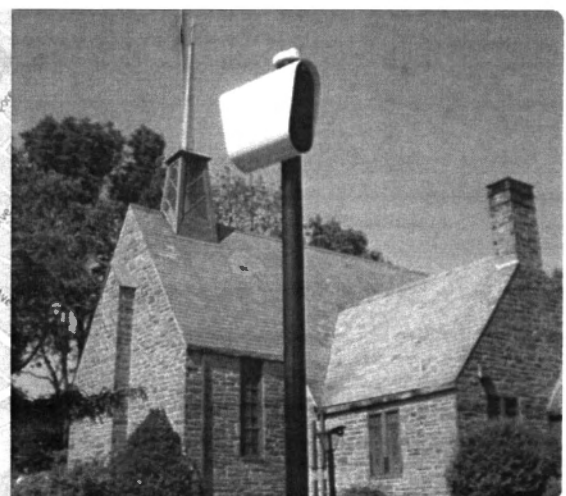
Our programs enjoy a 99% uptime rate due to the quality of the components and the QA processes behind that quality.

GOOGLE MAP-BASED REAL-TIME OPERATIONAL STATUS TOOL

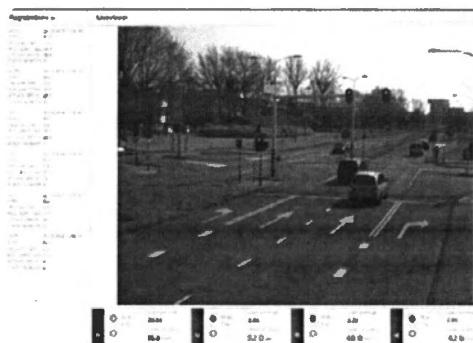
 *Operational health of your enforcement systems available in real-time.*



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



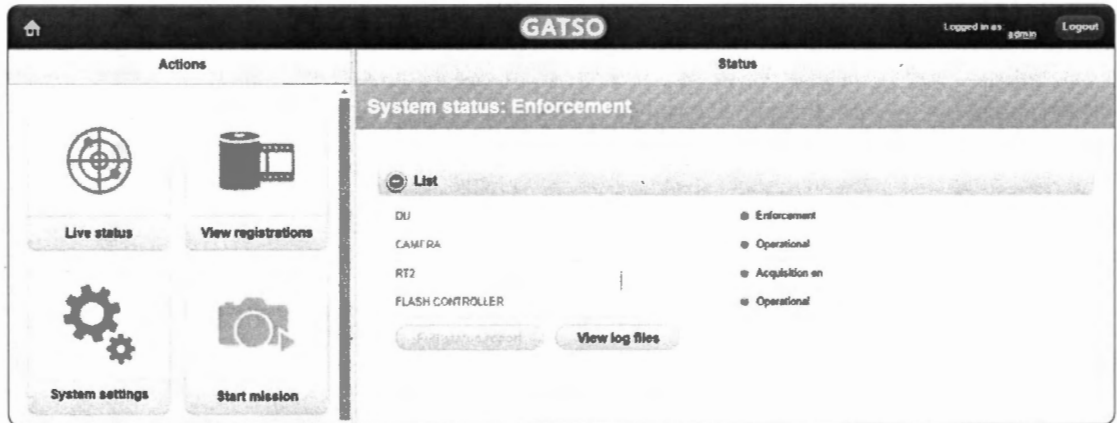
RLC installation @ Old Welsh & Old York - Abington, PA



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. At the top, there is a navigation bar with a home icon and four menu items: EVIDENCE STILLS, EVIDENCE VIDEO, EVIDENCE INFO, and SETTINGS. Below the navigation bar, there is a sidebar with icons for a folder, a document, and a printer. The main content area displays XML data for a system configuration. The XML is as follows:

```
<?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"/>
      <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="gbx_ibuf" version="11" fpga_ver="13" fpga_build="428"/>
      </DeviceType>
    </versionsummary>
  </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.

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

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.



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

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

Violation 19525

PROCESS | DETAILS | LOG

VIOLATION APPROVAL

Plate	Value
Fine	\$100
Violation Type	Red Light
Vehicle Make	HONDA
Vehicle Model	CROSS
Vehicle Color	BL
City	UNION
State	IL

Event Summary

Date:	08/15/2014	Lane:	All	Offense:	Red Light
Time:	09:31:14	Speed:	14 mph	Direction:	North
EventID:	4958	Red Sec:	1.0 s	Image#:	1
EvidenceType:	Passage	Yellow:	4.0 s		

Measurement details

Enforcement	Location/Equipment
RedSign: 40 mph	Installer: GATSO USA
RedGrace: 0.1 s	Location: WB Old Wash/old York
	Serial#: 20131000031

VIOLATION APPROVAL

State	6
County	WJ
Vehicle Make	WJ CROSS
Vehicle Model	3000
Vehicle Color	
Vehicle Year	

Event# 19525

Violation Type	Red Light
Violation Ring	7
Stop Description	
License Number	
Plated Speed	
Vehicle Speed	
Red Time	
Yellow Time	

7/3/14 11:31 AM

0.150 s

V82 1151

- 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.

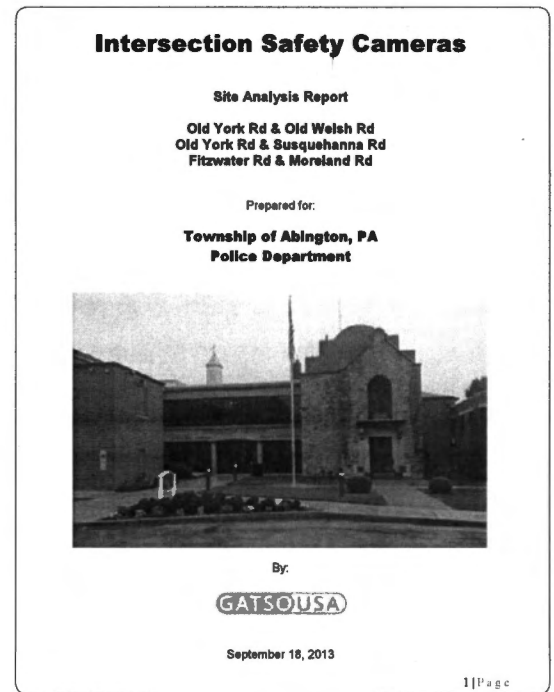


Site Analysis

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.

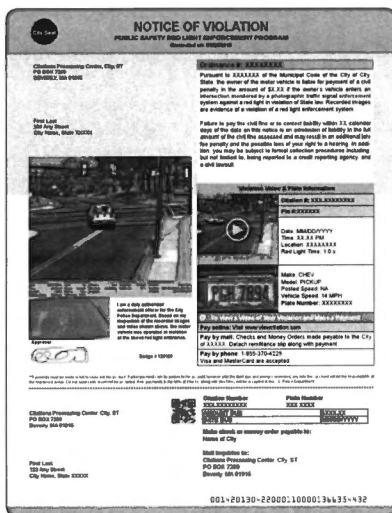
Image Processing



PROCESSING STAFF

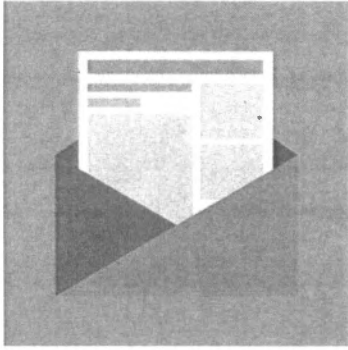
GATSO currently employs teams of Violations Processing staff and Group Leaders in two shifts per day working seven days per week. This effort supports the processing of thousands of violation events per day for our domestic programs. Processing staff are cross-trained to handle customer service issues 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 XILIMUM 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



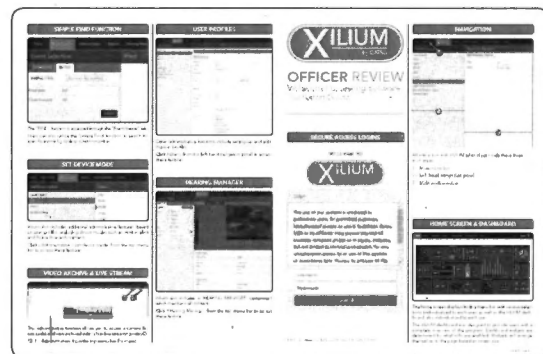
TRAINING FOR COMPLIANCE

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 XILIUM 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 XILIUM 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

XILIUM 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

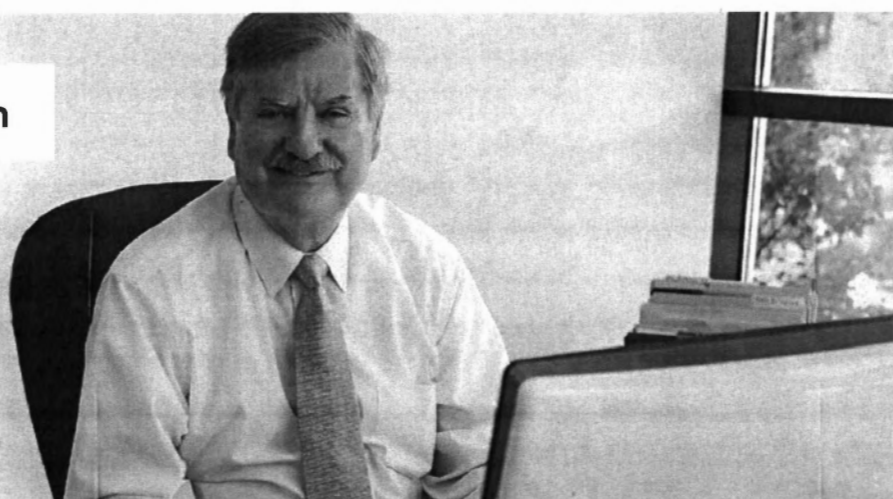
DOMESTIC PROJECTS

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

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

Project Manager

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

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.

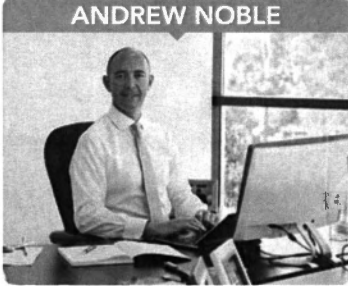
Should GATSO be selected as a finalist for this enforcement program, Mr. Kosina will take a lead role in presenting our solution in a multimedia demonstration to City officials.



Project Team

EXECUTIVE & MANAGEMENT

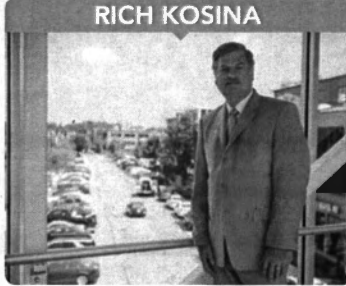
ANDREW NOBLE



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

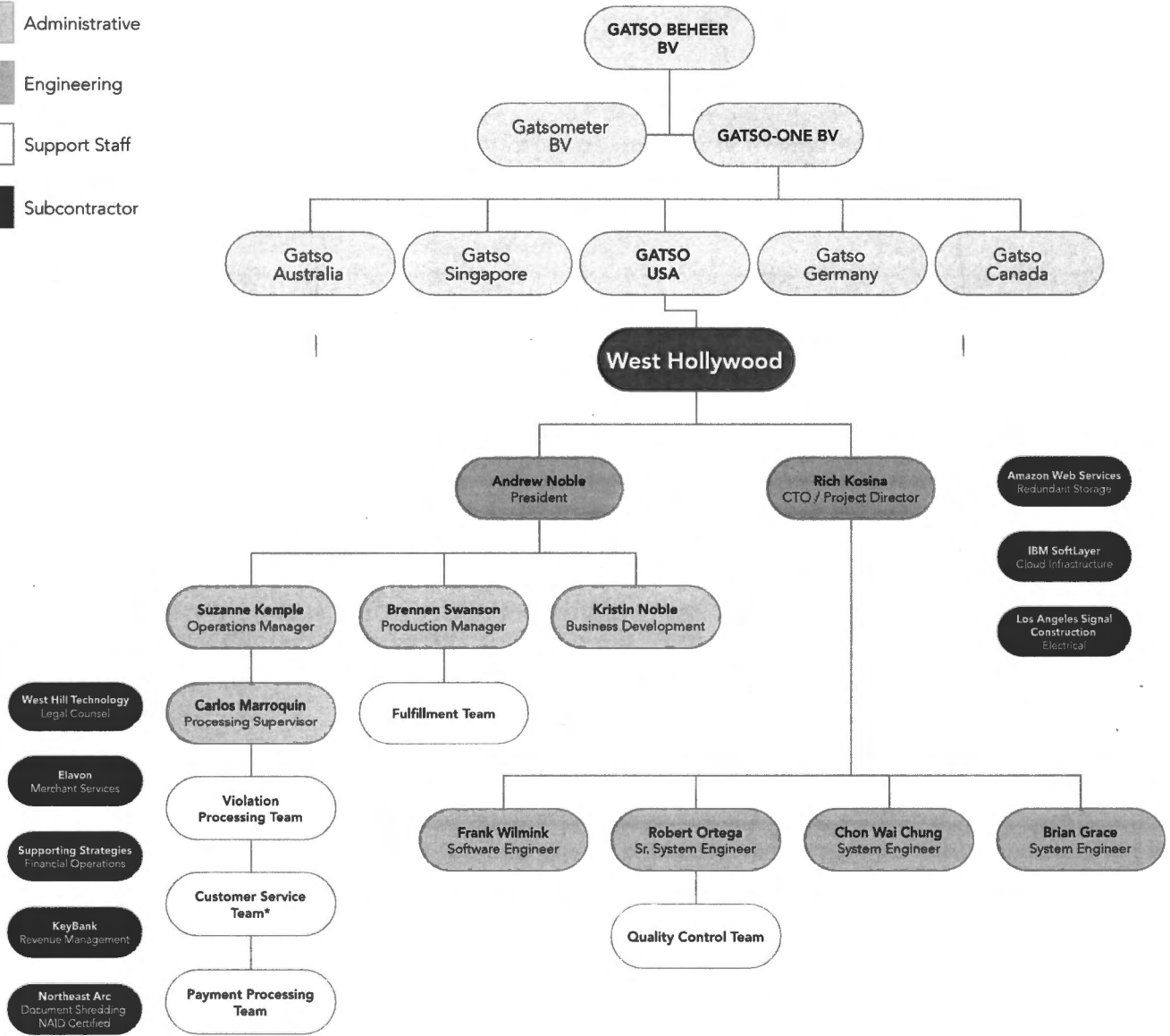
Jill Curreri will report directly to Suzanne Stelmach as the team lead for all program administration. Jill will work directly with citizens regarding violations processing and payment issues. Jill will also manage all program-related reconciliations and Q/C reporting

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

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.

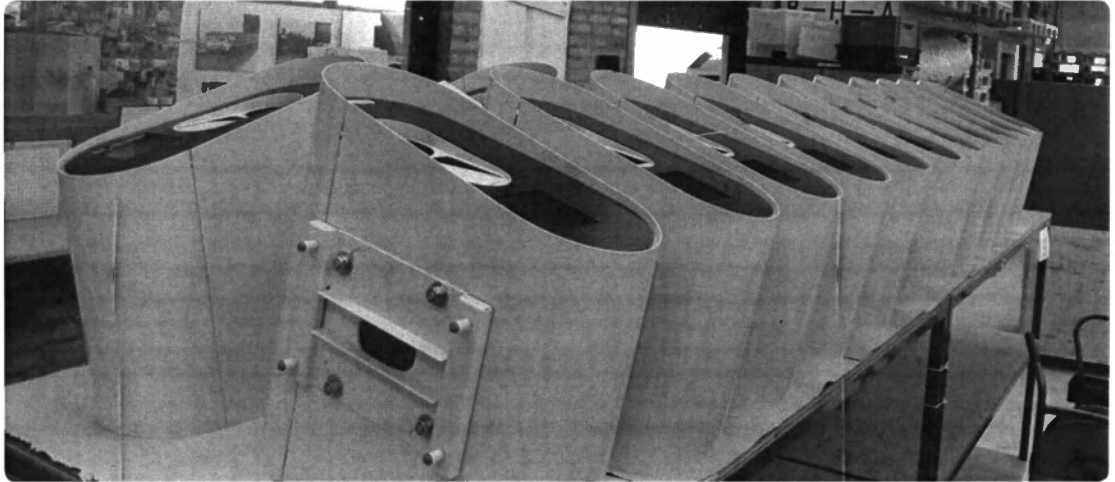
No uncompleted projects or contractual commitments will affect our ability to deliver your project on-time and to scope. Our solutions delivery model is scalable, as noted in this RFP submittal, and all performance deliverables will be met.

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. XILIU 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.

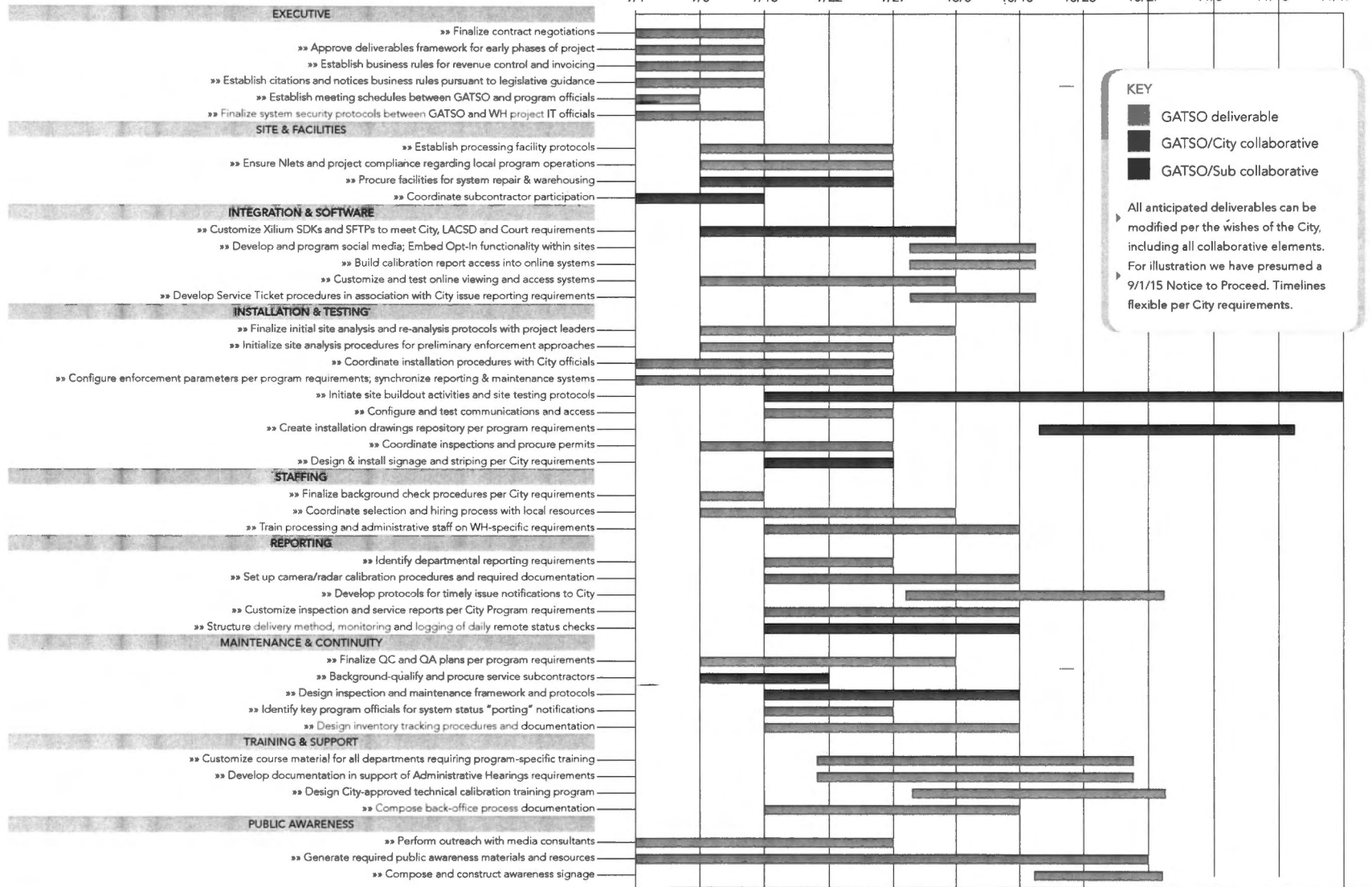
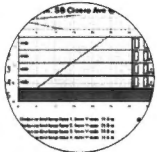
AS-BUILT DRAWINGS

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.

CITY OF WEST HOLLYWOOD

AMENDMENT No. 7 TO AGREEMENT FOR SERVICESAmendment – Basic

This Amendment No. 7 (herein "AMENDMENT") to the Agreement and prior Amendment, is made on this _____ day of _____, 2015 amends Agreement #1186 dated March 15, 1999 by and between the CITY OF WEST HOLLYWOOD, a municipal corporation (referred to herein as "CITY") and Xerox State and Local Solutions, Inc., 606 S. Olive St., 23rd Floor, Los Angeles, CA 90014 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. This AMENDMENT No. 7 shall amend the original Agreement #1186 dated March 15, 199, between the CITY and CONTRACTOR and the prior Amendment No. 1 dated November 6, 2000, Amendment No. 2 dated June 24, 2004, Amendment No. 3 dated June 20, 2005, Amendment No. 4 dated June 16, 2008, Amendment No. 5 dated June 9, 2010, and Amendment No. 6 dated July 1, 2015 (hereinafter referred to as the "AGREEMENTS").
- B. The parties now desire to amend the Agreement in order to extend the time of performance by three (3) additional months to December 31, 2015.
- C. CITY and CONTRACTOR desire to amend the AGREEMENTS to amend the payment structure to monthly fixed fees to cover the costs of providing services under this extension.
- D. CITY and CONTRACTOR desire to amend the AGREEMENTS to amend the scope of services to implement a three-month wind down period to close out violation processing, evidence management, and customer service tasks for citations in progress based on red light photo enforcement camera operations through September 30, 2015.
- E. NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, CITY and CONTRACTOR agree as follows:
1. Amend Article 6, add Section 6.8 "Amendment No. 7 Extension", to read as follows: "Agreement No. 7 Extension." The Agreement Period shall be extended three (3) months from October 1, 2015 to December 31, 2015.
 2. Amend Article 7 "PAYMENT FOR SERVICES", add Section 7.15 "Amendment No. 7 Extension." The payment for services is amended with the extension of the term of the Agreement. The CITY shall pay to CONTRACTOR a monthly fixed fee as follows:

Month	Fixed Fee
October 2015	\$48,852
November 2015	\$24,426
December 2015	\$12,213
Total Not to Exceed Contract Amount	\$85,491

CITY OF WEST HOLLYWOOD

AMENDMENT No. 7 TO AGREEMENT FOR SERVICES

Amendment – Basic

3. Amend Exhibit A Scope of Services to add the following:

To ensure a proper wind down of the program Xerox would continue to provide the following services during this period.

- i) Cameras
 - (1) At 11:59 p.m. on September 30, 2015, all photo enforcement cameras located in the City of West Hollywood would be disabled for data and violation capture.
- ii) Violations
 - (1) CONTRACTOR shall process violations captured through September 30, 2015, send them to the City of West Hollywood for review until the queue is empty, and mail all approved citations.
- iii) Evidence Management Tasks
 - (1) Manage disposition records
 - (a) Compile daily list of processed affidavit of non-liability forms and provide to the Court.
 - (b) Receive and process court report of disposition records from paid citations and trial results
 - (2) Store and secure all physical evidence related to open citations
 - (a) Original citation
 - (b) Original certificate of mailing
 - (c) Original field service logs
 - (d) Original negatives
 - (e) Correspondence from citizens, etc.
 - (3) Produce court packets containing physical evidence for trial and deliver to the Court/LA County Sheriff's Department
 - (a) Coordinate with film processing vendor to make prints
 - (b) Pull necessary records and create Court approved copies
 - (4) Destroy evidence as required by the California Vehicle Code (CVC) in the time frame required (ongoing process)
 - (a) Run monthly reports and maintain monthly destruction schedule
 - (i) Both for dispositioned citations and non-issued events
- iv) Customer Service Tasks
 - (1) Field call from citizens (maintain bi-lingual call center)
 - (2) Process mail and affidavits of non-liability from citizens
 - (a) Archive per evidence management procedures
 - (3) Schedule photo viewing appointments with citizens for the LA County Sheriff's Department
 - (a) Maintain appointment calendar for deputies
- v) Administrative Tasks
 - (1) Maintain and update the citation back end database used by the LA County Sheriff's Department and the Courts
 - (a) Update disposition status of open citations

CITY OF WEST HOLLYWOOD

AMENDMENT No. 7 TO AGREEMENT FOR SERVICES

Amendment – Basic

- (i) Using court report and processed Affidavits of Non-Liability
- (b) Complete routine maintenance and updates
- (2) Provide LA County Sheriff's Department deputies with high-speed internet connections to access the database
- (3) Provide LA County Sheriff's Department hardware and support used to access the database and to use at trial
 - (a) Laptop computer
- (4) Respond to subpoenas and FOIA requests
- (5) Provide Expert Witness support
- (6) Provide monthly report: court disposition and fines received data
- (7) Ensure CVC and Court requirements for evidence are met at all times

Except as herein amended, in all other respects the Agreement is reaffirmed and is in full force and effect.

Executed on this _____ day of _____ 2015.

CONTRACTOR: XEROX State and Local Solutions

Lewis Miller, VP Photo Enforcement

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

City Clerk