



## AGENDA REPORT

**Meeting Date:** May 27, 2009

**Item Number:** F--6

**To:** Honorable Mayor & City Council

**From:** Chad Lynn, Director of Parking Operations

**Subject:** AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ACS STATE AND LOCAL SOLUTIONS, INC. FOR INSTALLATION AND PURCHASE OF EQUIPMENT AND SERVICES RELATED TO THE AUTOVU SYSTEM FOR USE IN THE CITY'S PARKING ENFORCEMENT PROGRAM; AND

APPROVAL OF A PURCHASE ORDER TO ACS STATE AND LOCAL SOLUTIONS, INC. FOR A TOTAL NOT TO EXCEED AMOUNT OF \$210,000.

**Attachments:**

1. Amendment No. 1 to the Agreement
2. Original Agreement

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### RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to the agreement between the City of Beverly Hills and ACS State and Local Solutions, Inc. for installation and purchase of equipment and services related to the parking enforcement AutoVu system in an amount not to exceed \$210,000.

### INTRODUCTION

In the 2006/2007 fiscal year, the City initiated a project to select and implement a license plate recognition (LPR) global positioning system (GPS) for the purpose of improving time-zone and scofflaw parking enforcement. These systems enable Parking Enforcement Officers (PEOs) to enforce time limit zones without using the manual chalking of the tire method, mitigating the potential manipulation by the violator and reducing officer injuries. The secondary function of these systems is for scofflaw enforcement; the identification of vehicles that have been issued five (5) or more parking citations that remain open and unpaid. This system increases the area that a single PEO is able to patrol and enforce, leveraging technology to provide higher levels of

service while maintaining the current levels of deployment. This system can also be used to leverage law enforcement effectiveness by interfacing with databases for scofflaw, stolen vehicles, criminal wants/warrants or any other database that may be provided by federal, state or local law enforcement agencies.

The deployment of this project started with the approval of an agreement with ACS State and Local Solutions (ACS), the City's citation processing service provider and parking enforcement systems integrator. The original agreement was executed for the purchase of one AutoVu unit, one year of warranty service, and included consulting services for notification and deployment analysis in an amount not to exceed \$110,000. Upon purchase of this unit, the City was not satisfied with its performance and elected not to deploy the system. Although the City has been billed for the outstanding balance of this agreement, the City has withheld payment.

In an effort to continue with the development and completion of this project, staff began working with two organizations that provide LRP/GPS parking enforcement systems, and completed testing of the two competing products in January of 2009.

## **DISCUSSION**

Although both systems proved effective, staff recommends the upgraded AutoVu System as provided by ACS. The amendment to this agreement provides for the purchase of three (3) units, a three-year warranty, three years of preventative maintenance, and consulting services related to the notification and deployment of this system. Staff recommends this system based on performance, comparable regional deployments, and the local presence of a maintenance and service provider.

This system utilizes upgraded cameras and software to enhance the reliability and performance over the previous system. Improvements include upgraded cameras, more compact and durable equipment, improved GPS connectivity, and new wiring configurations. Future enhancements, staff is seeking include the ability to recognize time limit zones automatically based on the GPS location and to establish marking/notification exemptions for registered vehicles within a preferential permit parking zone based on the license plate of the vehicle.

Regionally the City of West Hollywood, the City of Los Angeles, and the Los Angeles County Sheriff's Department have deployed the AutoVu system. Based on the larger number of deployments in the Southern California region, ACS has entered into an agreement with the original equipment manufacturer to become a certified maintenance and service provider. This ensures the City has a local service provider for immediate on-site warranty, preventative and responsive maintenance and service.

The trial unit for the AutoVu system was placed into service in early 2009 and remains deployed and in service. Upon approval of the proposed amendment, additional units will be installed and deployed as part of the City's regular parking enforcement program. Consulting services provided by ACS will be utilized to establish geographic scofflaw analysis, and a violator notification system will be created and implemented. ACS will create and provide a scofflaw notification program to encourage settlement before vehicles are identified by the AutoVu system. ACS will provide analysis of the notification and enforcement program and will make recommendations for future recovery programs and deployments. ACS will provide additional consulting services to create enforcement beats that may be in conjunction with or overlapping the standard enforcement beats for the use of the AutoVu system in residential time zone

Meeting Date: May 27, 2009

enforcement. Lastly, these services and enforcement programs will be analyzed for deployment in non-residential time zone enforcement.

**FISCAL IMPACT**

This amendment will increase the amount of the original agreement by \$100,000 from \$110,000 to an amount not to exceed \$210,000. Capital Improvement Project (CIP) #0895 has been established and funded for the purchase, installation and deployment of this equipment in the amount of \$280,000. Based on the \$276,000 remaining in CIP #0895, \$66,000 will be returned to Fund 08 (Capital Assets Fund) upon completion of this project.



Scott Miller

Finance Approval



David Gustavson

Approved By

# **Attachment 1**

Amendment No. 1 to the Agreement

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND ACS STATE AND LOCAL  
SOLUTIONS, INC. FOR INSTALLATION AND PURCHASE  
OF EQUIPMENT AND SERVICES RELATED TO THE  
AUTOVU SYSTEM

NAME OF CONTRACTOR: ACS State & Local Solutions, Inc.

RESPONSIBLE PRINCIPAL Rona Schmidt, Vice President

CONTRACTOR'S ADDRESS: 606 S. Olive Street, 23rd Floor  
Los Angeles, California 90014  
Attn: Rona Schmidt, Vice President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Shawn McCormick, Parking  
Services Manager

COMMENCEMENT DATE: Upon notice to proceed

CONSIDERATION: An amount not to exceed \$210,000.00 as  
further described in Exhibits A and A-1

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND ACS STATE AND LOCAL  
SOLUTIONS, INC. FOR INSTALLATION AND PURCHASE  
OF EQUIPMENT AND SERVICES RELATED TO THE  
AUTOVU SYSTEM

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and ACS State and Local Solutions, Inc. ("CONTRACTOR"), dated April 10, 2007 and identified as Contract No. 122-07 ("Agreement") for installation and purchase of equipment and services related to the AutoVu system.

RECITALS

A. CITY entered into a written agreement with CONTRACTOR for installation and purchase of equipment and services related to the AutoVu system on April 7, 2007.

B. CITY desires to increase the Consideration to pay for two additional AutoVu units, as originally approved by the City Council.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Section 3 of the Agreement, entitled "Compensation" shall be amended to read as follows:

"Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth in Exhibits A and A-1. In no event shall the compensation exceed

\$210,000. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated by reference herein.”

Section 3. Exhibit A-1, Scope of Additional Services shall be included in the Agreement, as attached hereto and incorporated herein.

Section 4. Except as modified by this Amendment No. 1, all provisions of the Agreement dated April 10, 2007, shall remain in full force and effect.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_, at Beverly Hills, California.

“CITY”  
CITY OF BEVERLY HILLS,  
A municipal corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

“CONTRACTOR”  
ACS STATE & LOCAL SOLUTIONS,  
INC.

  
\_\_\_\_\_  
RONA SCHMIDT Mark J. Talbot  
Vice President

[Signatures continue]

  
\_\_\_\_\_  
GLEN POLONCSAK  
Vice President & Controller

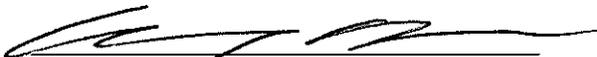
APPROVED AS TO FORM

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A-1

### Scope of Additional Services

Task 1: CONTRACTOR shall provide the AutoVu Unit ("Unit") and the related hardware, software and installation services as set forth in the quote attached herein for scanning, reading and matching of scofflaw vehicles and for overtime parking enforcement.

Task 2: CONTRACTOR shall install the Unit on the vehicle supplied by CITY per the manufacturer's specifications and shall fully test the same to CITY'S satisfaction to ensure that the Unit is working for the purpose it was intended. In addition, CONTRACTOR shall ensure that any other applicable components (i.e. wireless backend service) are supplied, installed, tested and such components and the Unit shall be fully integrated with each other and also the City's parking enforcement system as supplied by CONTRACTOR under Contract No. 35-04, as amended. Upon completion of the installation of the Unit and all necessary components, CONTRACTOR shall warrant that the Unit and components, if any, are fully and properly tested, and that it functions in all respects in accordance with the manufacturer's standards and specifications.

Task 3: Warranty. CONTRACTOR shall provide a 36 month warranty on the Unit from the date the Unit is installed and accepted by the City. Services under the warranty shall include the following:

1. On-site repair and telephone support.
2. Four-hour telephone response during business days.
3. CONTRACTOR will work with the customer's personnel and use the AutoVu Mobile remote maintenance and diagnostic capabilities to diagnose the problem and effect repair.
4. If the problem cannot be corrected over the phone or remotely via the wireless data connection, CONTRACTOR will effect repairs on-site.
5. Defective equipment or software will be replaced or repaired within 3 business days.
6. Maintenance parts will be furnished by contractor and will be new or equivalent to new in performance when used in the equipment.
7. Failure of CONTRACTOR to perform as set forth herein shall cause CITY to affect repairs at CONTRACTOR's expense.

The warranty does not include the following:

1. Re-installation of the equipment on a different vehicle.

2. Repair of damage caused by accident, neglect, misuse, or alterations to the equipment.
3. Repair or maintenance by AutoVu that is required, in AutoVu's sole opinion, to restore such equipment to proper operating conditions after any person other than AutoVu's employee or authorized agent had performed maintenance or otherwise repaired an item of equipment without the AutoVu's authorization.

Task 4: Training Service. CONTRACTOR shall provide training on the Unit system to CITY employees. Training services shall be provided by CONTRACTOR at CITY'S site shall be at a day and time mutually agreeable to the parties.

Task 5: CONTRACTOR shall provide the following training and consulting services:

1. Implementation Strategy
  - a. Create best practices model for use of equipment
  - b. Public outreach information concerning technology
  - c. Assessment of violation types and enforcement routes
  - d. Training of implementation strategy to PEOs
  - e. Implementation of best practice model
  - f. Projected impact of technology
2. Data Collection & Analysis
  - a. Create data collection and analysis process
  - b. Number of cars marked by AutoVu
  - c. Time AutoVu is in use
  - d. Number of violation indicators by AutoVu
  - e. Number of violations issued by PEOs
  - f. Comparison to prior productivity
  - g. Storage of data, formatting and retrieval
  - h. Daily, weekly, monthly and annual utilization reports
3. Operational & Fiscal Impact Review with Recommendations
  - a. 6 month review of implementation strategy
  - b. revenue analysis to prior years
  - c. assessment of change in enforcement levels
  - d. Recommendation of future technology needs
  - e. Recommendation of future staffing needs

Fee: CITY shall pay CONTRACTOR for such additional equipment and services as described in Attachment I to Exhibit A-1

Contingency: Not to exceed \$14,000 for services outside the scope set forth in Exhibits A and A-1.

ATTACHMENT I  
to Exhibit A-1

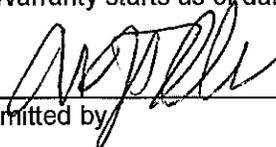
City of Beverly Hills  
Quote Sharp Units  
Dtd 21APR2009

Quote for 3 Genetech Auto Vu Units

	Per Unit Price	Quantity	Price
Genetech Auto Vu units	\$ 65,490.00	3	196,470
Included:		Quantity	
A Auto Vu Overtime Kits		3	
B Hardmounts w/Cameras		3	
C Navigator		3	
D Shipping			
E On Site Support			
F Warranty 2 New Cameras <i>Extended warranty for hardmount dual overtie kids with return and repair coverage - 3 years prepaid</i>		2	
G Warranty 1 Existing Camera <i>Extended warranty for hardmount dual overtie kits with return and repair coverage - 3 years prepaid - Effective Feb 1, 2009 on system deployed in January 2009</i>		1	
H Basic Auto Vu SMA <i>Basic Auto Vu SMA with a 3 year term SMA yearly rate</i>		1	
1 Tablet PC		3	
<b>TOTAL</b>			<b>\$ 196,470.00</b>

NOTES:

- 1.) Genetech will provide on site training during installation process.
- 2.) ACS will take over the on site support.
- 3.) With purchase of 3 new units, the outstanding balance on invoice #3301701 is cancelled.
- 4.) Warranty starts as of date unit is installed.

Submitted by 

Date 5/8/09

## EXHIBIT B

### Schedule of Payment

CONTRACTOR shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. Provided the AutoVu Unit has been fully demonstrated to perform as required herein, CITY shall pay CONTRACTOR the amounts of such billing within thirty (30) days of receipt of same.

CITY shall pay CONTRACTOR for the three AutoVu units required by the Agreement in accordance with the following schedule upon submission of the itemized statement required above:

25% upon execution of Amendment No. 1	\$ 49,000
50% to be billed upon installation	\$ 98,000
25% upon acceptance of completion of work by City	<u>\$ 49,000</u>
	TOTAL: \$196,000
Contingency	<u>\$ 14,000</u>
GRAND TOTAL NOT TO EXCEED:	\$210,000

## **Attachment 2**

Original Agreement

AGREEMENT NO.

122-07

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND ACS STATE AND LOCAL SOLUTIONS, INC. FOR  
INSTALLATION AND PURCHASE OF EQUIPMENT AND  
SERVICES RELATED TO THE AUTOVU SYSTEM

NAME OF CONTRACTOR: ACS State & Local Solutions, Inc.

RESPONSIBLE PRINCIPAL Rona Schmidt, Vice President

CONTRACTOR'S ADDRESS: 606 S. Olive Street, 23rd Floor  
Los Angeles, California 90014  
Attn: Rona Schmidt, Vice President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Aaron Kunz, Deputy Director of  
Transportation

COMMENCEMENT DATE: Upon notice to proceed

CONSIDERATION: An amount not to exceed \$110,000.00

ATTACHMENT 2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ACS  
STATE AND LOCAL SOLUTIONS, INC. FOR INSTALLATION AND  
PURCHASE OF EQUIPMENT AND SERVICES RELATED TO THE  
AUTOVU SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and ACS State & Local Solutions, Inc. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires CONTRACTOR to provide certain equipment (AutoVu unit) and services for use in the City's parking enforcement program as is more fully described in Exhibit A attached hereto and incorporated herein by this reference.

B. CONTRACTOR represents that it is qualified and able to provide the equipment and perform the services.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall provide the equipment and perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. CONTRACTOR shall commence the services upon a written notice to proceed and shall continue until services are complete to the CITY's satisfaction.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth in Exhibit A. In no event shall the compensation exceed \$110,000. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as

herein set forth. 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 CITY.

Section 5. Assignment. CONTRACTOR shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement.

Section 8. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 9. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, and Two Million Dollars (\$2,000,000) general aggregate against any personal injury, death, loss or damage resulting from the negligent acts by CONTRACTOR.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(c) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(d) CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(f) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance in the form set forth in Exhibit C, attached hereto and incorporated by reference herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY and CITY'S elected officials, officers and employees as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The CONTRACTOR hereby waives all rights of subrogation against CITY.

(i) Any deductibles or self-insured retentions must be declared to and approved by CITY.

#### Section 10. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR, its employees, agents, representatives, and/or subcontractors in the performance of this Agreement.

(b) CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, City Council and each member thereof, and every officer, employee and agent of the City from and against any liability or financial loss (including without limitation attorney fees and costs) arising from any claim that CONTRACTOR is not legally authorized to perform the services required herein, or that its performance of any of the services, including provision of the equipment,

Section 11. Termination.

(a) CITY may cancel this Agreement, with or without cause, at any time upon thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONTRACTOR for the full performance of the services required by this Agreement.

Section 13. Notice. Any notice required by this Agreement shall be deemed received on the day of delivery if delivered by hand or overnight courier service during regular business hours to the addresses set forth above.

Section 14. City Representative. The City Manager or his designee shall represent the CITY in the implementation of this Agreement.

Section 15. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, attorney's fees and costs of such litigation.

Section 16. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 17. Precedence. In case of conflict between CONTRACTOR's quote attached in Exhibit A and this Agreement, this Agreement shall take precedence over CONTRACTOR's quote.

Section 18. Acceptance. CITY shall issue acceptance of the equipment and related hardware and software ("AutoVu Unit") provided the AutoVu Unit performs according to its published specifications, along with any and all data conversions and customizations made by CONTRACTOR for CITY's benefit, and provided that the AutoVu Unit performs the functions for which it is intended.

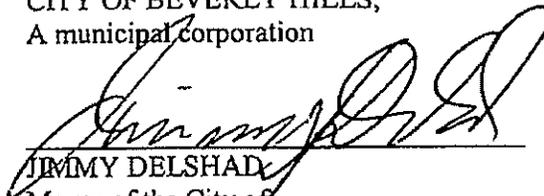
Section 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the 10<sup>th</sup> day of April, 2007.

"CITY"  
CITY OF BEVERLY HILLS,  
A municipal corporation

  
\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

ATTEST:

  
\_\_\_\_\_  
BYRON POPE (SEAL)  
City Clerk

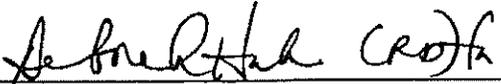
"CONTRACTOR"  
ACS STATE & LOCAL SOLUTIONS,  
INC.

  
\_\_\_\_\_  
RONA SCHMIDT  
Vice President

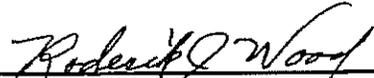
  
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GLEN POLONCSAK  
Vice President & Controller

[Signatures continue]

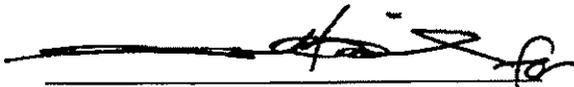
APPROVED AS TO FORM

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
RODERICK J. WOOD  
City Manager

  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### Scope of Services

Task 1: CONTRACTOR shall provide the AutoVu Unit ("Unit") and the related hardware, software and installation services as set forth in the quote attached herein for scanning, reading and matching of scofflaw vehicles and for overtime parking enforcement.

Task 2: CONTRACTOR shall install the Unit on the vehicle supplied by CITY per the manufacturer's specifications and shall fully test the same to CITY'S satisfaction to ensure that the Unit is working for the purpose it was intended. In addition, CONTRACTOR shall ensure that any other applicable components (i.e. wireless backend service) are supplied, installed, tested and such components and the Unit shall be fully integrated with each other and also the City's parking enforcement system as supplied by CONTRACTOR under Contract No. 35-04, as amended. Upon completion of the installation of the Unit and all necessary components, CONTRACTOR shall warrant that the Unit and components, if any, are fully and properly tested, and that it functions in all respects in accordance with the manufacturer's standards and specifications.

Task 3: Warranty. CONTRACTOR shall provide a 12 month warranty on the Unit from the date the Unit is installed and accepted by the City. Services under the warranty shall include the following:

1. On-site repair and telephone support.
2. Four-hour telephone response during business days.
3. Auto Vu will work with the customer's personnel and use the AutoVu Mobile remote maintenance and diagnostic capabilities to diagnose the problem and effect repair.
4. If the problem cannot be corrected over the phone or remotely via the wireless data connection, AutoVu will effect repairs on-site whether directly or through a local maintenance partner.
5. Defective equipment or software will be replaced or repaired within 3 business days.
6. Maintenance parts will be furnished by AutoVu and will be new or equivalent to new in performance when used in the equipment. Replaced maintenance parts become the property of AutoVu.

The warranty does not include the following:

1. Re-installation of the equipment on a different vehicle.
2. Repair of damage caused by accident, neglect, misuse, or alterations to the equipment.
3. Repair or maintenance by AutoVu that is required, in AutoVu's sole opinion, to restore such equipment to proper operating conditions after any person other than AutoVu's employee or authorized agent had performed maintenance or otherwise repaired an item of equipment without the AutoVu's authorization.

Task 4: Training Service. CONTRACTOR shall provide training on the Unit system to CITY employees. Training services shall be provided by CONTRACTOR at CITY'S site shall be at a day and time mutually agreeable to the parties.

Task 5: CONTRACTOR shall provide the following training and consulting services:

1. Implementation Strategy
  - a. Create best practices model for use of equipment
  - b. Public outreach information concerning technology
  - c. Assessment of violation types and enforcement routes
  - d. Training of implementation strategy to PEOs
  - e. Implementation of best practice model
  - f. Projected impact of technology
2. Data Collection & Analysis
  - a. Create data collection and analysis process
  - b. Number of cars marked by AutoVu
  - c. Time AutoVu is in use
  - d. Number of violation indicators by AutoVu
  - e. Number of violations issued by PEOs
  - f. Comparison to prior productivity
  - g. Storage of data, formatting and retrieval
  - h. Daily, weekly, monthly and annual utilization reports
3. Operational & Fiscal Impact Review with Recommendations
  - a. 6 month review of implementation strategy
  - b. revenue analysis to prior years
  - c. assessment of change in enforcement levels
  - d. Recommendation of future technology needs
  - e. Recommendation of future staffing needs



**PRICE QUOTE DATE:**

December 12, 2006

Department of Transportation  
 City of Beverly Hills  
 455 N. Rexford Drive  
 Room 130  
 Beverly Hills, CA 90210

**Attention:** Aaron Kunz and Brett McMacken

**Account Name:** Beverly Hills

**Quote Valid:** December 12, 2006 through February 28, 2007

This quote includes the following charges:

Equipment Description:		Total Due
<b>AutoVu Unit*</b>		\$91,510.00
ICU Processor	1	
Roof Cameras	2	
Tire Cameras	2	
Panasonic Touchscreen	1	
Mobile Unit Application: Tire Chalking and Scoff	Included	
Return & Repair 1 Year warranty	Included	
Wireless Communication	Included	
Mapping Software	Included	
Backend Viewer Software	Included	
Limited Telephone Support	Included	
Management Reports	Included	
Evidence Management Software	Included	
Route Auditing Software	Included	
Residential Parking Permit Application	Included	
Installation	Included	
On-site Repair During Warranty	Included	
<b>Training and Consulting Services</b>		\$18,490.00

\* Price quote includes taxes and 1-Year Service Agreement

**GRAND TOTAL DUE TO ACS - State and Local Solutions** **\$110,000.00**

**AUTHORIZATION**

Regional Director of Operation's Signature:

Date:

Jackie Rocco

12/12/2006

## EXHIBIT B

### Schedule of Payment

CITY shall pay CONTRACTOR 40% of the unit price as set forth in the invoice upon execution of this Agreement. Thereafter, CONTRACTOR shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. Provided the AutoVu Unit has been fully demonstrated to perform as required herein, CITY shall pay CONTRACTOR the remaining amount of such billing within thirty (30) days of receipt of same.



## CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

A.  
B.  
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATIO N DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>GENERAL LIABILITY</b> <input type="checkbox"/> <b>PRODUCTS/COMPLETED OPERATIONS</b> <input type="checkbox"/> <b>BLANKET CONTRACTUAL</b> <input type="checkbox"/> <b>CONTRACTOR'S PROTECTIVE</b> <input type="checkbox"/> <b>PERSONAL INJURY</b> <input type="checkbox"/> <b>EXCESS LIABILITY</b> <input type="checkbox"/> <b>WORKERS' COMPENSATION</b>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

# ACORD CERTIFICATE OF LIABILITY INSURANCE

07/01/2008

DATE (MM/DD/YY)  
07/24/2007

PRODUCER  
LOCKTON COMPANIES, LLC-N DALLAS  
717 N. HARWOOD, LB#27  
DALLAS TX 75201  
214-969-6700

RECEIVED  
CITY OF BEVERLY HILLS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

2007 JUL 31 PM 4: 51

## INSURERS AFFORDING COVERAGE

INSURED  
1052237  
Affiliated Computer Services, Inc.  
ACS State & Local Solutions, Inc.  
2828 N. Haskell  
Dallas TX 75204

CITY CLERK'S OFFICE

INSURER A: ACE American Insurance Company  
INSURER B: National Union Fire Ins. Co. of PA  
INSURER C: Indemnity Ins. Co. of North America  
INSURER D: Lexington Insurance Company  
INSURER E:

*5-1-08*

## COVERAGES AFFCO01 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	HDOG23716902 <i>DLK 12/20/07</i>	07/01/2007	07/01/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY	ISAHO8233019	07/01/2007	07/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXX
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXX
					AGG \$ XXXXXXX
B	EXCESS LIABILITY	9835056	07/01/2007	07/01/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXX
	RETENTION \$				\$ XXXXXXX
C A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC44468864 (A.L. OTHER)	07/01/2007	07/01/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		WLRC44468906 (AZ. CA)	07/01/2007	07/01/2008	E.L. EACH ACCIDENT \$ 1,000,000
		SCFC44468943 (WI)	07/01/2007	07/01/2008	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Employer's Excess Indemnity (TX)	EPIC5356336	07/01/2007	07/01/2008	\$1M per person; \$10M per occ.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
RE: All operations including Parking and Photo Contracts. Certificate Holder is named as Additional Insured as their interest may appear.

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER:  
1926061  
City of Beverly Hills  
Attn: Aaron Kunz, Deputy Dir. of Transportation  
455 N. Rexford Drive  
Beverly Hills, CA 90210

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

*R.O.S. Schmidt*