

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **November 1, 2011**, in San Francisco, California, by and between **PRWT Services Inc., 255 California Street, Suite 550, San Francisco, CA 94111** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to document terms for conducting a pilot program for City street cleaning vehicle ("street sweeper") camera enforcement to capture parking violations and issue parking citations to violators pursuant to state law authorization (the "Street Sweeper Camera Enforcement Pilot Program").
- C. The Contractor also agrees to provide the City with handheld parking enforcement equipment totaling \$23,328 at no cost to the City.

NOW, THEREFORE, Contractor and the City agree as follows:

- 1. **Definitions.** The following definitions shall apply to this Amendment:
 - a. **Agreement.** The term "Agreement" shall mean the Agreement dated **November 1, 2008** between Contractor and City, as amended by the:

First Amendment, dated November 1, 2011.
 - b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
 - a. **Appendix A - Scope of Work, Section II.K is hereby added to the Agreement as follows:**

K. Additional Handheld Parking Enforcement Equipment:

Contractor shall provide the City additional handheld parking enforcement equipment, valued at \$23,328, at no cost the City as follows:

- 1. Five additional handheld devices with five printers (\$20,585)
- 2. 100 handheld device holster holders (\$2,280)
- 3. Two handheld device cradles (\$463)

- b. **Appendix A, Section VII.E.2 currently reads as follows:**

2. Cameras and processing for Sweepers and Buses

Within 90 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall implement a plan for providing LPR (license plate recognition) cameras for sweepers and buses. Contractor's system shall integrate with a photo enforcement backend system. Contractor shall provide the following system functions:

- a. Automated detection of an illegally parked vehicle
- b. Automated camera initiation,
- c. LPR interpretation of license plate number and capture of location, date, and time.
- d. Ability to upload violation images and data to the photo enforcement backend system where images can be manually reviewed, additional data can be entered, and the Citation can be either approved or disapproved.
- e. Mail approved violation notices to registered owners.

Cost Estimate:

The price for a purchase of 100 cameras including installation shall be not more than \$32,000 per camera. Integration and development work is charged at \$150 per programming hour, not to exceed \$25,000.

For cameras on buses: If SFMTA opts to have Contractor process the Citations using the photo enforcement backend system, Contractor and SFMTA will negotiate a monthly processing fee depending on SFMTA requirements.

For cameras on sweepers: Contractors and SFMTA will negotiate a per Citation fee increase or a monthly processing fee depending on SFMTA processing requirements.

Appendix A, Section VII.E.2 is hereby amended as follows:

2. Cameras and Citation Processing for Sweepers and Buses

Within 90 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall implement a plan for providing LPR (license plate recognition) cameras for street sweepers and buses. Contractor's system shall integrate with a photo enforcement backend system. Contractor shall provide the following system functions:

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For cameras on sweepers: Contractors and SFMTA will negotiate a per Citation fee increase or a monthly processing fee depending on SFMTA processing requirements.

The Contractor's Plan for LPR cameras for street sweepers shall comply with all program requirements set forth in Appendix A, Section X.

c. Appendix A – Scope of Work, Section X is hereby added to the Agreement as follows:

X. STREET SWEEPER CAMERA ENFORCEMENT PILOT PROGRAM

A. Objective

The objective of the SFMTA pilot program is to evaluate the effectiveness and cost benefit of installing cameras on City street sweepers to capture parking violations and issue parking citations. Two Department of Public Works street sweepers will be equipped with the camera equipment to capture parking violations and issue parking citations on City streets during the posted days/times for street sweeping. The photographs will be wirelessly transmitted to the Contractor's back-end system (CiteWeb) that will be used to validate whether the photographs constitute a valid parking violation. Contractor will screen the information gathered using criteria approved by the SFMTA and identify those events that support the possible issuance of citations. Contractor will place screened events in a virtual queue for review by the SFMTA's Enforcement Division who will validate whether a parking citation shall be issued. Testing shall include the issuance of valid parking citations for the last sixty (60) days of the pilot program.

B. Definitions

MPLR	Mobile License Recognition Cameras. Devices used to record customer data needed to issue citations.
PCO	SFMTA Enforcement Parking Control Officers
CiteWeb	Software program designed to convert mobile camera license information into citations .
eTims	Software program that processes payments and keep records of all citation-related data.
GIS	Geographic Information System. Used to document and track street sweeping routes.
ROI	Return on Investment. Written evaluation conducted by Contractor and reviewed by City to help determine if a permanent enforcement program will be implemented.
GPS	Global Position System. Used to pinpoint and document the particular location of an object.

C. Pilot Term: The duration for the pilot program will be from the effective date of this First Amendment until June 30, 2012.

D. Pilot Phases:

1. Pre-Installation and Planning –60-75 days
2. Installation and Testing of Equipment – 15 days
3. Testing Phase 1 - 60 days
4. Testing Phase 2 - 60 days
5. Review, Evaluation and Recommendation - 30 days
6. Preparation for full program rollout - 75 days (if applicable)

E. Roles and Responsibilities:

1. The Contractor shall perform the following tasks to the satisfaction of the SFMTA to ensure the completion of the pilot program:

- a. Project assistance during Street Sweeper Camera Enforcement Pilot Program..
- b. Management of subcontractor providing camera equipment and support for citation processing.
- c. Equipment Purchases including cameras and wireless equipment (including data plans) plus relevant warranties.
- d. On-site confirmation of equipment deliveries and inventory tracking.
- e. Installation and Testing including resources, travel expenses, tools, etc..
- f. Operations Training.
- g. Camera Service and Maintenance.
- h. Citation Issuance Management and Tracking.
- i. Scheduled daily/weekly status update conference calls
- j. Providing Contractor back-end (CiteWeb) for receiving and processing potential violation events for duration of testing program.
 - 1) Access and Training
 - 2) Pre-screening of pictures for potential violations using Citeweb.
 - 3) All costs associated with pre-screening including in-state and out-of-state registered owner information
 - 4) ~~CiteWeb reports for comparing against PCO issued citations~~

k. Testing Period days 1-60: Comparison of PCO-issued citations to those identified by CiteWeb

l. Testing Period days 61-120:

- 1) Notice design for issuing valid parking citations
- 2) Printing and mailing citations approved by Enforcement staff Uploading valid parking citations to eTIMS.

- 3) Removal and de-installation of equipment at conclusion of Street Sweeper Camera Enforcement Pilot Program
 - 4) Comprehensive ROI analysis of the effectiveness of the Street Sweeper Camera Enforcement Pilot Program to the satisfaction of the SFMTA.
2. **SFMTA (with assistance from the Department of Works) shall be responsible for the following:**
- a. Provide indoor installation space with power and lighting sufficient to safely install camera systems
 - b. Approval of Installation Design Plan prior to installation commencement
 - c. Access to DPW location during normal operating hours (8 a.m. to 5 p.m.) and for emergency repairs
 - d. Providing Street Sweeper vehicle details and personnel to drive two street sweepers for the duration of the testing period
 - e. Sign-off on equipment installation prior to commencement of testing period
 - f. Test driving camera-equipped sweepers with ride-along individual
 - g. Providing route information with street level detail or GIS overlay information
 - h. Providing two business days' notice of changes/additions of new routes as pilot program progresses.
 - i. Providing PCOs to issue citations during camera-mounted street sweeper routes during Testing Phase 1.
 - j. Evaluation Criteria for pilot program to determine program success and next steps for larger roll-out
 - k. Validation of Citation Data collected
 - 1) Testing Phase 1: Enforcement staff to validate whether events should result in citations; no citations identified by camera enforcement will be issued to citizens during this period of time.
 - 2) Testing Phase 2: Using the CiteWeb application, enforcement staff review possible parking violations identified by Contractor, and determine if valid parking citations should be issued.
 - 3) Notice design for citations issued through CiteWeb application subject to SFMTA approval.

F. Equipment and Service Requirements

~~Contractor will provide the following services and equipment for the pilot program:~~

1. Cameras and support equipment for two SFMTA TYMCO-brand Model-600 Bio-Diesel or CNG street sweepers with different configurations: (a) Single camera system pointed to right side of street; and (b) 2-camera system – one camera for on each side of the street – to allow for enforcement of one-way streets. In addition, the single camera sweeper will have supplementary lighting to support nighttime routes.

2. All programming and system configuration for camera equipment and Contractor CiteWeb back-office system to support SFMTA pilot program and issuance of parking citation notices
3. Design of parking violation notices subject to approval by SFMTA
4. Installation and testing of equipment on street sweepers (2-week period)
5. Training for camera operations
6. Maintenance support on installed equipment and CiteWeb back-office system
7. Wireless data plans for both systems for the duration of the test
8. Contractor support for the duration of the test program with an identified SFMTA central person for communication.
9. Pre-screening of pictures for potential violations including receiving DMV registered owner information (in-state and out-of-state) and verification that LPR interpretation of plate matches that of picture taken during street sweeping.
10. Printing and mailing of parking citation notices including all costs associated with printing and mailing the notices (printing costs, envelopes, paper, postage, etc.)
11. Reports from CiteWeb for comparing against PCO issued citations as required by the SFMTA.
12. eTIMS programming to process CiteWeb issued parking citations to include appropriate tracking reports
13. All required training on system and CiteWeb for SFMTA enforcement staff, customer service representatives and hearing officers
14. Contractor program management support services for the pilot program
15. De-installation of equipment at conclusion of pilot program as requested by SFMTA
16. ROI analysis of the effectiveness of the street sweeper photo enforcement program for SFMTA

G. Camera Capture and Citation Review and Processing:

1. Cameras will capture the following information to the satisfaction of the SFMTA:
 - a. License Plate Image
 - b. Rear of Vehicle image
 - c. "Overview" image of street to show car parked on the street and blocking the sweeper
 - d. Time and Date of violation
 - e. GPS location of violation
2. Recorded events will be sent via secure, encrypted wireless communication from the street sweeping cameras to the Contractor's back-office system (CiteWeb) to the satisfaction of the SFMTA.
3. Contractor system will pre-screen events according to the day/times of the street sweeping routes to the satisfaction of the SFMTA.

4. Events that are in confirmed street sweeping “no parking” zones will be sent to DMV and registered owner (RO) information received the next day; out-of-state RO information will take a few days longer to receive.
5. Contractor staff shall manually verify:
 - a. License Plate Image matches the RO information
 - b. The make/model of the RO information matches the LPR image
 - c. The violation location, date and time matches the City’ sweeper route maps and schedules
 - d. Overview” image indicates a possible violation (i.e. car is parked and blocking sweeper)
 - e. If all items in Step #5 are confirmed, then the potential violation will be put in a virtual workflow queue for review by Enforcement within 48 hours of processing.
6. Enforcement will then review the violation for approval of citation issuance.
7. During Testing Phase 1, approvals by SFMTA enforcement will be compared to citations written by PCOs.
8. During Testing Phase 2, Contractor will:
 - a. Within 24 hours of receipt of approval from SFMTA Enforcement, print and mail parking citations that have been approved by SFMTA enforcement. *(only applicable to routes designated for issuance of valid parking citations by the SFMTA)*
 - b. Within 24 hours of receipt of approval from SFMTA Enforcement, transfer data and images associated with approved and mailed citation notices to the ACS eTIMS system for citation processing. *(only applicable to valid parking citations issued)*

d. Appendix B - Calculation of Charges currently reads as follows:

APPENDIX B Calculation of Charges

I. Per Citation Fee

SFMTA will pay the Contractor a per citation fee for as noted in the table below for services stipulated in Appendix A, Sections II, III, IV, VI and VIII :

Citations processed per year	Year 1	Year 2	Year 3	Year 4	Year 5
First 1.5 million	\$2.890	\$2.890	\$2.890	\$2.890	\$2.890
Next 250,000 (1.75 million)	\$2.890	\$2.890	\$2.890	\$2.890	\$2.890
Next 250,000 (2 million)	\$2.890	\$2.890	\$2.890	\$2.890	\$2.890
Next 250,000 (2.25 million)	\$2.601	\$2.601	\$2.601	\$2.601	\$2.601
Next 250,000 (2.5 million)	\$2.340	\$2.340	\$2.340	\$2.340	\$2.340
Next 250,000 (2.75 million)	\$1.872	\$1.872	\$1.872	\$1.872	\$1.872
Above 2.75 million	\$1.497	\$1.497	\$1.497	\$1.497	\$1.497

II. Special Collections Fee

SFMTA will pay the Contractor a 34% Special Collections contingency fee for services as stipulated in Appendix A, Section V–Special Collections System.

	Special Collections Fee
Year 1	34%
Year 2	34%
Year 3	34%
Year 4	34%
Year 5	34%

Appendix B – Calculation of Charges is hereby amended as follows:

**APPENDIX B
Calculation of Charges**

I. Per Citation Fee

SFMTA will pay the Contractor a per citation fee for as noted in the table below for services stipulated in Appendix A, Sections II, III, IV, VI and VIII :

Citations processed per year	Year 1	Year 2	Year 3	Year 4	Year 5
First 1.5 million	\$2.890	\$2.890	\$2.890	\$2.890	\$2.890
Next 250,000 (1.75 million)	\$2.890	\$2.890	\$2.890	\$2.890	\$2.890
Next 250,000 (2 million)	\$2.890	\$2.890	\$2.890	\$2.890	\$2.890
Next 250,000 (2.25 million)	\$2.601	\$2.601	\$2.601	\$2.601	\$2.601
Next 250,000 (2.5 million)	\$2.340	\$2.340	\$2.340	\$2.340	\$2.340
Next 250,000 (2.75 million)	\$1.872	\$1.872	\$1.872	\$1.872	\$1.872
Above 2.75 million	\$1.497	\$1.497	\$1.497	\$1.497	\$1.497

II. Special Collections Fee

SFMTA will pay the Contractor a 34% Special Collections contingency fee for services as stipulated in Appendix A, Section V–Special Collections System.

	Special Collections Fee
Year 1	34%
Year 2	34%
Year 3	34%
Year 4	34%
Year 5	34%

III. Street Sweeper Camera Enforcement Pilot Program

A. Pilot Program Costs:

Service:	
Equipment & Installation	\$32,000 per camera for 3 cameras; Total: \$96,000
Integration & Development	\$150/hour not to exceed \$25,000
Test Program Processing Fee	\$28,750 per month for 4 months
Maintenance/Operational Support Services	\$100/hour not to exceed \$5,000
	TOTAL COST: not to exceed \$241,000


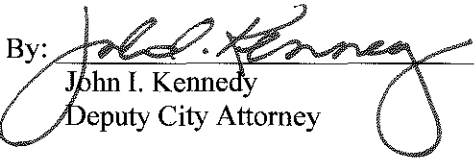

Invoices for these services shall itemize the service provided and the hours billed to complete each task.

Contractor shall remit invoices to the SFMTA for each category within 30 days after the equipment and/or service has been provided.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **October 3, 2011**

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p>  <hr/> <p>EDWARD D. REISKIN Director of Transportation San Francisco Municipal Transportation Agency</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  John I. Kennedy Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>PRWT Services, Inc.</p>  <hr/> <p>HAROLD EPPS President PRWT Services, Inc 255 California Street, Suite 550 San Francisco, CA 94111</p> <p>City vendor number: <u>43701-01</u></p>