

FIRST AMENDMENT TO THE AGREEMENT

This First Amendment to the Agreement (the "First Amendment"), effective as of April 17, 2024 ("Amendment Effective Date") is made by and between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, Massachusetts 01915 ("Gatso") and the City of Albany, a New York municipal corporation with a principal business address at 24 Eagle Street, Albany, NY 12207 ("Customer" or "City").

WHEREAS, Gatso and Customer entered into an Agreement dated as of March 1, 2019 (as amended hereby, the "Agreement") for the Customer to retain the technology and business services of Gatso to provide a city-wide turnkey traffic-control signal photo violation-monitoring system as part of Customer's automatic traffic law enforcement program; and

WHEREAS, the parties desire to amend the Agreement to extend the Term, add automated school zone enforcement units to the Customer's automatic traffic law enforcement program, and other associated terms and obligations thereof;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree to amend the Agreement as follows:

TERMS AND CONDITIONS

1. All references to Gatso's Red Light Camera (RLC) system shall be replaced with Gatso's red light and school zone speed cameras (the "Gatso System") and all references to the RLC system shall be replaced with the Gatso System.
2. ARTICLE I. SCOPE OF SERVICES. Section 1.1 SYSTEM REQUIREMENTS.
The following subsections shall be added at the end of Section 1.1.b:

Gatso shall have a Traffic Engineer prepare and provide the City monthly reports for school zone cameras for the below criteria. A Traffic Engineer is defined as a New York licensed professional engineer that specializes in transportation.

6. Locations and dates of speed enforcement use,
7. Aggregate number, type, & severity of crashes, fatalities, injuries, property damage within all school speed zones,
8. Aggregate number, type, & severity of crashes, fatalities, injuries, property damage within all school speed zones where photo speed enforcement is used,
9. Number of violations recorded within all school speed zones in aggregate on a daily, weekly, monthly basis,
10. Number of violations recorded within all school speed zones where photo speed enforcement is used in aggregate on a daily, weekly, monthly basis,
11. Violations recorded within all school speed zones between:

- a. 10-20MPH over posted limit
- b. 21-30MPH over posted limit
- c. 31-40MPH over posted limit
- d. Greater than 40MPH over posted limit

- 12. Total number of liability issued violations recorded,
- 13. Total number of fines issued,
- 14. Total number of fines paid after the first notice issues,
- 15. Total number of violations adjudicated and the results including a breakdown of disposition made for violations,
- 16. Total amount of revenue realized by the City,
- 17. Total expenses incurred by the City in connection with the operation the program as provided monthly by the City.
- 18. Quality of the adjudication process and its results,
- 19. List of any equipment malfunctions, and
- 20. Gatso shall produce a report with the above required information along with construction plan sheets showing details for each school zone. The plan sheets shall detail existing school, school zone signage and other existing conditions, then another set of plan sheets showing the same information for the proposed school zone speed enforcement locations once they are selected by the City.

3. ARTICLE I. SCOPE OF SERVICES. Section 1.1 SYSTEM REQUIREMENTS.

The following subsections shall be added at the end of Section 1.1.d:

- 6. Equipment must pass a daily self-test before enforcement can occur and Gatso will keep a log for each unit,
- 7. Annual radar* calibration by an independent laboratory and Gatso will keep a log for each unit, and
- 8. Gatso will send, electronically, a summary of the self-test and calibration certification logs on a monthly basis.
- 9. Gatso will retain the logs for the self-test and calibration documents and produce to the City upon request.
- 10. Shall not capture driver or occupants of motor vehicles.

*Radar is the piece of equipment that is calibrated by an outside entity.

4. ARTICLE I. SCOPE OF SERVICES. Section 1.1 SYSTEM REQUIREMENTS.
The following subsections shall be added at the end of Section 1.1:

- w. Gatso personnel working on Gatso System mobile equipment shall be trained in setting up, testing, and operating speed enforcement equipment. These operators must sign daily logs for each unit showing that it (1) passed the daily self test and (2) maintain logs for each unit.
- x. School speed zone enforcement initial hours of operation will be set to 7AM-6PM Monday-Friday. These hours are subject to change based on school activities and City approval. The City shall provide Gatso at least thirty (30) days advance notice of the above schedule.
- y. School zone signage. After review and direction from the City, Gatso will install signs as needed in school zones. Signs must be in place showing School Zone Speed limit meeting MUTCD requirements, alerting motorists that photo enforcement of school zone speed limit is in place.
- z. Gatso will be solely responsible for the power obtained from the local utility for all equipment within the Electronic Speed Enforcement program. The electrical consumption bill for each location shall remain the responsibility of Gatso.

5. ARTICLE I. SCOPE OF SERVICES. Section 1.2 ROLE OF CITY DEPARTMENTS. The following paragraph shall be added at the end of this Section 1.2:

The City shall:

- a. enforce speed violations at 11mph and over,
- b. with the assistance of Gatso's Traffic Engineer, select a minimum of 35 speed enforcement sites in a maximum of twenty (20) school zones,
- c. allow Gatso to charge a four dollar (\$4.00) per transaction credit or debit card processing fee to the violators and such greater amount as increased by the parking enforcement program,
- d. process all violations within the legislative time limit,
- e. with Gatso's assistance have a minimum of eight (8) of the twenty (20) selected school zones operational by the start of the 2024-2025 school year. A schedule will be developed and submitted for review and approval by the City as to when the remaining zones will be operational provided that all zones shall be operational by the start of the 2025-26 school year.
- f. provide Gatso crash data on a monthly basis no later than ninety (90) days from each month end and the City will specify any content that needs redacting, and

g. Obtain and provide to Gatso the adjudication data and the total expenses incurred by the City for the operation of the program.

6. ARTICLE I. SCOPE OF SERVICES. Section 1.3 REQUIRED SERVICES. The below language shall be added at the end of this Section 1.3:

School Zone Engineering Studies

Gatso agrees to complete the requisite engineering studies as follows:

Gatso shall conduct a baseline study at each school where school speed limits are posted to set a baseline which will be used to determine photo enforcement areas. As there are more schools in the City than the enabling legislation permits, Gatso will provide information to the City to assist with determining which schools and roadways will be selected for the 20 locations to receive the school zone speed enforcement.

Gatso will collect and Gatso's Traffic Engineer will stamp a report to the City to include all data as required by the NYS enabling legislation including the following criteria to determine the enforcement areas:

1. Speed Data - for each school speed limit zone in the City,
2. Crash History – for 3 years pre-deployment and then monthly thereafter,
3. Roadway Geometry – existing conditions and modified as required by law,
4. Conduct a study of each school zone as a baseline for determining school zone speed enforcement areas including the above information and existing conditions, and
5. Gatso shall have the above information certified by a Traffic Engineer,
6. These reports will be updated/maintained by Gatso or its licensed subcontractor and submitted to the city monthly for the duration of the contract as defined in Article I, Section 1.1.b.

This data will be used as a baseline for all reporting for the duration of the contract.

Public Awareness

e. For a period of the first thirty (30) days following the day upon which the each camera is installed and functional pursuant to this contract (the "Warning Period"), Gatso will send a form letter to each vehicle owner that is detected to be 1mph or more over the posted school zone speed limit. The warning will include a statement that they have violated the posted school zone speed limit and that future violations will result in a citation and fine.

7. ARTICLE I. SCOPE OF SERVICES. Section 1.5 THIRD PARTY COLLECTIONS. The following language shall be added after the second sentence in the first paragraph of this section.

Gatso will provide the necessary Program Data to assist the City of Albany in their collections efforts including regular collections, scofflaw, and registration holds efforts.

8. ARTICLE II. TERM OF CONTRACT. This Article II shall be amended by deleting this in its entirety and replacing it with the following language:

The term of this Agreement shall be five (5) years and shall commence on the later of April 10, 2024 or on the date that the first issued Notice of Liability captured from a school zone speed system is mailed by Gatso, and then automatically renew for two (automatic) two year extensions (the "Initial Term"). The parties shall have the option to extend the Agreement for two (2) additional one (1) year periods (each a "Renewal Term" and, collectively with the Initial Term, the "Term").

9. ARTICLE III FEES. The first paragraph in this section shall be deleted in its entirety and replace with the following:

In consideration for the services described in this Agreement, the City shall pay to Gatso a "Per Paid Citation Fee" of thirty-three dollars (\$33.00) per paid citation for all automated enforcement violations detected by the Gatso System. Except as expressly set forth herein, all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Gatso System and all related hardware and equipment shall remain the responsibility of Gatso.

The following sentence shall be added to the end of the second paragraph in this section:

The City shall send Gatso a report of all such collected amounts no less frequently than once per month.

The fourth paragraph in this section shall be deleted in its entirety and replaced with the following:

The City agrees for Gatso to charge a \$4.00 per transaction credit or debit card processing fee to the violators and such greater or lesser amount as increased or decreased by the parking enforcement program.

The fifth paragraph in this section shall be deleted in its entirety and replaced with the following:

The fees required pursuant to this Article III shall be Gatso's sole compensation for the services described herein

This First Amendment constitutes the entire agreement and understanding concerning the subject matter addressed herein and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Each party expressly acknowledges that they have not relied on any representations, oral or otherwise, in signing this First Amendment, except for those expressly stated herein. Except as amended hereby and as previously amended, the Agreement shall remain unchanged and in full force and effect.

****Remainder of this page intentionally left blank****

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective authorized representatives.

AGREED TO:

Sensys Gatso USA, Inc.

By: William Braden
Authorized signature

William Braden
President and Managing Director
b.braden@sensysgatso.com

Date: 4/10/2024

AGREED TO:

City of Albany, NY

By: [Signature]
Authorized signature

Name: KATHY SHEEHAN
Title: MAYOR
Email: _____

Date: 4/17/24