



**Privacy Advisory Commission**  
**November 3, 2016 5:00 PM**  
**Oakland City Hall**  
**Hearing Room 1**  
**1 Frank H. Ogawa Plaza, 1<sup>st</sup> Floor**  
***Meeting Agenda***

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**Commission Members:** *District 1 Representative: Reem Suleiman, District 2 Representative: Yaman Salahi, District 3 Representative: Brian M. Hofer, District 4 Representative: Lou Katz, District 5 Representative: Raymundo Jacquez III, District 6 Representative: Clint M. Johnson, District 7 Representative: Robert Oliver, Council At-Large Representative: Saied R. Karamooz, Mayoral Representative: Deirdre Mulligan.*

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*Each person wishing to speak on items must fill out a speaker's card. Persons addressing the Privacy Advisory Commission shall state their names and the organization they are representing, if any.*

1. 5:00pm: Call to Order, determination of quorum
2. 5:05pm: Review and approval of October 6 and October 20 meeting minutes
3. 5:10pm: Discuss and take possible action on a Parking Management Strategy Report.
4. 5:30pm: Discuss and take possible action on a Surveillance Equipment Ordinance.
5. 6:45pm: Open Forum
6. 7:00pm: Adjournment

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**Privacy Advisory Commission**  
**October 6, 2016 5:00 PM**  
**Oakland City Hall**  
**Hearing Room 1**  
**1 Frank H. Ogawa Plaza, 1<sup>st</sup> Floor**  
***Meeting Minutes***

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**Commission Members:** *District 1 Representative: Reem Suleiman, District 2 Representative: Yaman Salahi, District 3 Representative: Brian M. Hofer, District 4 Representative: Lou Katz, District 5 Representative: Raymundo Jacquez III, District 6 Representative: Clint M. Johnson, District 7 Representative: Robert Oliver, Council At-Large Representative: Saied R. Karamooz, Mayoral Representative: Deirdre Mulligan.*

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*Each person wishing to speak on items must fill out a speaker's card. Persons addressing the Privacy Advisory Commission shall state their names and the organization they are representing, if any.*

1. 5:00pm: Call to Order, determination of quorum

*Members Present: Suleiman, Salahi, Hofer, Katz, Jacquez, Oliver, Karamooz, Mulligan*

*Members Absent: Johnson*

2. 5:05pm: Review and approval of September 1 meeting minutes

*The September Minutes were approved unanimously.*

3. 5:10pm: Introduction of new Commissioners

*Member Oliver introduced himself and noted his past experience as a Police Officer and how he hoped that experience would provide first hand knowledge to the Commission when discussing how surveillance technology is used by the police.*

*Member Mulligan is an Associate Professor in the School of Information at UC Berkeley, and co-Directs the Berkeley Center for Law & Technology, and is excited to work with a Commission advising local government.*

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#### 4. 5:15pm: Parking Management Strategy Report

*Michael Ford, the City's Parking Manager in the Transportation Services Division discussed an upcoming Smart Parking grant program whereby the City would be bringing forward to Council a modernized Parking Management Plan that will rely on technology to better serve the community. The technology will help the City to provide "flex parking," track availability of parking spaces during peak times, and could use License Plate Reader technology to track how long people park in certain areas. Because this technology would potentially track people's cars based on their license plate, he wanted to get input from the Commission before going to the City Council.*

*Member Jacquez asked about tracking parking patterns through algorithms instead of personally identifiable information. Member Oliver asked which neighborhoods would be impacted, pointing out that areas where the Bus Rapid Transit Line was being built would likely see major parking issues once the line is running due to commuters parking there and riding the bus the rest of the way to work. Michael Ford noted that the first grant for the project covers 3 downtown neighborhoods and one in Montclair where certain meters are already installed and then they would assess and consider expansion.*

*NO action was taken and Michael Ford agreed to return to the committee in November with a draft staff report.*

#### 5. 5:25pm: Discuss and take possible action on a Cell-Site Simulator Policy

*Deputy Chief Allison and Tim Birch from OPD reviewed the current Cell-Site Simulator policy based on feedback received at the August meeting of the Commission. Most of the recommended changes were incorporated into the new documents. Several Commissioners made recommended edits to the new document and Tim Birch agreed to incorporate as many as possible or, at a minimum, bring back reasoning that may prevent any from being made. Concerns raised about the current draft included the following:*

- *Annual Reports capturing geographic patterns of use by law enforcement as well as when it is used for criminal investigation versus search and rescue efforts,*
- *Measuring the effectiveness of use in the annual reports by using appropriate metrics,*
- *A need to clarify which capabilities the device does not have versus would not be used or activated,*
- *Detailing the software that will be used to ensure it does not increase the unit's capabilities beyond what the policy allows,*
- *The purging of records and whether that affects discovery in criminal trials that could benefit from the data,*
- *The speed with which OPD is required to obtain a warrant to use the device,*
- *Whether there is language (like Alameda County's policy) that eliminates Dragnet uses of the device,*
- *A desire to see language about enforcement of the policy and consequences for violating it,*
- *Clarifying if the City would be forced to sign non-disclosure agreements to use the equipment,*

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- *General questions about the strength of the device (how wide an area it can target)*

*In an effort to keep the policy development on pace to go to the City Council before the end of the year, the Commission voted to conduct a Special Meeting on October 20<sup>th</sup> to review a new draft that incorporates the input received at this meeting.*

*Two Member of the public spoke on the item:*

*Mike Katz-Lacabe offered praise to OPD and the Commission for this process and also provided some clarity to a few questions of commissioners about the capabilities and size of the device. He noted the device is the size of the speaker's podium, is mounted in a pickup truck with a camper shell on the back, and that it was not likely the Commission would get a look at it based on his experience with other jurisdictions. He went on to note the old "stingray" model had a range of 20 meters but the newer hailstorm will be more powerful and can be amplified by adding additional equipment.*

*Brian Geiser noted a housekeeping item that the meeting is recorded and that recording can be used to capture all of the suggested edits.*

6:40pm: Discuss and take possible action on a Surveillance Equipment Ordinance

*Chairperson Hofer presented his newer draft of the ordinance but noted there was little time left in the meeting but was open to more feedback. Joe DeVries noted the City had some concern about the timelines in the ordinance for existing technology. He asked if the Commission could provide a list of the most critical technologies that staff could work on first. Staff has concerns about writing impact reports on a large number of items. Tim Birch agreed, noting he wants to be deliberate and methodical in drafting the ordinance.*

*Chairperson Hofer asked Ahsan Baig from IT if he has been able to work with OPD to conduct a survey and compile the list of all equipment, software, or other technologies in use. Ahsan explained that he had begun to work on the list but has not completed it yet. He noted there are many applications that are not surveillance related and he needs to separate those out.*

*Member Mulligan offered that in her experience, the reason the conversation at the Commission is helpful is that the engagement process helps shape the department's procurement and use policies and develop a different lens through which they look at technologies. She felt that a targeted list would be helpful to have the conversation without creating a list too large to tackle.*

*Chairperson Hofer noted he modified the ordinance language to review a short list of technologies every few months instead of trying to tackle them all at once. He recognizes this is a new process and we are establishing a new framework and urged, at the next meeting, to begin to get more feedback from everybody to move the ordinance forward.*

6. 6:55pm: Open Forum

*The meeting adjourned at 7pm.*

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## 7. 7:00pm: Adjournment

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**Privacy Advisory Commission**  
**October 20, 2016 5:00 PM**  
**Oakland City Hall**  
**Council Chambers**  
**1 Frank H. Ogawa Plaza, 3<sup>rd</sup> Floor**  
***Special Meeting Minutes***

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**Commission Members:** *District 1 Representative: Reem Suleiman, District 2 Representative: Yaman Salahi, District 3 Representative: Brian M. Hofer, District 4 Representative: Lou Katz, District 5 Representative: Raymundo Jacquez III, District 6 Representative: Clint M. Johnson, District 7 Representative: Robert Oliver, Council At-Large Representative: Saied R. Karamooz, Mayoral Representative: Deirdre Mulligan.*

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*Each person wishing to speak on items must fill out a speaker's card. Persons addressing the Privacy Advisory Commission shall state their names and the organization they are representing, if any.*

1. 5:00pm: Call to Order, determination of quorum
  
2. 5:10pm: Discuss and take possible action on a Cell-Site Simulator Policy

*Tim Birch from OPD presented the modified Policy to the Commission and received questions and comments on it. Some of the concerns included:*

- *Clarification in the language around crowd management, specifically concern over use of the word Terrorism (as possibly too broadly defined)*
- *Clarification between the Policy and MOU with Alameda County, noting areas where the MOU was less restrictive than the policy*
- *Replacing the word emergency in the MOU with the words exigent circumstances since these are two very different circumstances*
- *Clarification on the search warrant process*

*Tim Birch noted that any amendments made today would be incorporated and also that he would review the entire MOU with Alameda County to ensure there were no discrepancies.*

*There were two public speakers:*

*J.P. Masser noted a policy in the news of a Stingray warrant in Wisconsin where the warrant covered an entire judicial district and was very open ended regarding timeline as well;. He is concerned of a similarly*

*open ended warrant locally. Second, he was concerned about the use to locate someone—having read of a stingray being used and the police entering the wrong apartment.*

*Mike Katz-Lacabe spoke in praise of the City and Commission in conducting a transparent and participatory process, noting that this is heretofore unheard of when dealing with this type of technology.*

*Chairperson Hofer made a motion to forward the policy to the City Council with the Commission's full support and the motion passed unanimously.*

3. 6:00pm: Open Forum

*There were no open forum speakers.*

4. 6:05pm: Adjournment

*The meeting adjourned at 6pm.*

The City Council finds it is essential to have an informed public debate as early as possible about decisions related to surveillance technology.

The City Council finds that, while surveillance technology may threaten the privacy of all citizens, throughout history, surveillance efforts have been used to intimidate and oppress certain communities and groups more than others, including those that are defined by a common race, ethnicity, religion, national origin, income level, sexual orientation, or political perspective.

The City Council finds that surveillance technology includes not just technology capable of accessing non-public places or information (such as wiretaps) but also technology which aggregates publicly available information, because such information, in the aggregate or when pieced together with other information, has the potential to reveal a wealth of detail about a person's familial, political, professional, religious, or sexual associations.

The City Council finds that no decisions relating to surveillance technology should occur without strong consideration being given to the impact such technologies may have on civil rights and civil liberties, including those rights guaranteed by the California and United States Constitutions.

The City Council finds that any and all decisions regarding if and how surveillance technologies should be funded, acquired, or used should include meaningful public input and that public opinion should be given significant weight.

The City Council finds that legally enforceable safeguards, including robust transparency, oversight, and accountability measures, must be in place to protect civil rights and civil liberties before any surveillance technology is deployed.

The City Council finds that, if a surveillance technology is approved, data reporting measures must be adopted that empower the City Council and public to verify that mandated civil rights and civil liberties safeguards have been strictly adhered to.

NOW, THEREFORE, BE IT ORDAINED that the City Council of Oakland adopts the following:

**Section Title**

This ordinance shall be known as the Surveillance & Community Safety Ordinance.

**Section City Council Approval Requirement**

- 1) A City entity must obtain City Council approval, subsequent to a mandatory, properly-noticed, germane, public hearing prior to any of the following:
  - a) Seeking funds for surveillance technology, including but not limited to applying for a grant or soliciting or accepting state or federal funds or in-kind or other donations;
  - b) Acquiring new surveillance technology, including but not limited to procuring such technology without the exchange of monies or consideration;
  - c) Using new surveillance technology, or using existing surveillance technology for a purpose, in a manner or in a location not previously approved by the City Council; or
  - d) Soliciting proposals for or entering into an agreement with a non-City entity to acquire, share or otherwise use surveillance technology or the information it provides.
- 2) A City entity must obtain City Council approval of a Surveillance Use Policy prior to engaging in any of the activities described in subsection (1)(b)-(d).

**Section Information Requirements**

- 1) The City entity seeking approval under Section 2 shall submit to the City Council a Surveillance Impact Report and a proposed Surveillance Use Policy at least forty-five (45) days prior to the public hearing. A Surveillance Use Policy shall be considered a draft proposal until such time as it is approved pursuant to a vote of the City Council.
  - a) Prior to seeking City Council approval under Section 2, the City entity shall submit the Surveillance Impact Report and proposed Surveillance Use Policy to the Privacy Advisory Commission for its review at a regularly noticed meeting.
  - b) The Privacy Advisory Commission shall recommend that the City Council adopt, modify, or reject the proposed Surveillance Use Policy.
- 2) After receiving the recommendation of the Privacy Advisory Commission, the City Council shall publicly release in print and online the Surveillance Impact Report, proposed Surveillance Use Policy, and Privacy Advisory Commission recommendation at least thirty (30) days prior to the public hearing.
- 3) The City Council, or its appointed designee, shall continue to make the Surveillance Impact Report and Surveillance Use Policy, and updated versions thereof, available to the public as long as the municipal entity continues to utilize the surveillance technology in accordance with its request pursuant to Section 2(1).

**Section Determination by City Council that Benefits Outweigh Costs and Concerns**

The City Council shall only approve any action described in Section 2, subsection (1) or Section 5 of this ordinance after first considering the recommendation of the Privacy Advisory Commission, and subsequently making a determination that the benefits to the community of the surveillance technology outweigh the costs; that the proposal will safeguard civil liberties and civil rights; and that, in the City Council's judgment, no alternative with a lesser economic cost or impact on civil rights or civil liberties would be as effective.

**Section Compliance with Existing Surveillance Technology**

Each City entity possessing or using surveillance technology prior to the effective date of this ordinance shall submit a Surveillance Impact Report and a proposed Surveillance Use Policy in compliance with Section 3 (1) (a-b), and no later than one hundred eighty (180) days following the effective date of this ordinance for review and approval by the City Council pursuant to Section 4. If such review and approval has not occurred within sixty (60) days of the City Council submission date, the City entity shall cease its use of the surveillance technology until such review and approval occurs.

**Section Oversight Following City Council Approval**

- 1) A City entity which obtained approval for the use of surveillance technology must submit a written Surveillance Report for each such surveillance technology to the City Council within twelve (12) months of City Council approval and annually thereafter on or before November 1.
  - a) Prior to submission of the Surveillance Report to the City Council, the City entity shall submit the Surveillance Report to the Privacy Advisory Commission for its review.
  - b) The Privacy Advisory Commission shall recommend to the City Council that the benefits to the community of the surveillance technology outweigh the costs and that civil liberties and civil rights are safeguarded; that use of the surveillance technology cease; or propose modifications to the Surveillance Use Policy that will resolve the concerns.

- 2) Based upon information provided in the Surveillance Report and after considering the recommendation of the Privacy Advisory Commission, the City Council shall determine whether the requirements of Section 4 are still satisfied. If the requirements of Section 4 are not satisfied, the City Council shall direct that use of the surveillance technology cease and/or require modifications to the Surveillance Use Policy that will resolve any deficiencies.
- 3) No later than January 15 of each year, the City Council shall hold a public meeting and publicly release in print and online a report that includes, for the prior year:
  - a) A summary of all requests for City Council approval pursuant to Section 2 or Section 5 and the pertinent Privacy Advisory Commission recommendation, including whether the City Council approved or rejected the proposal and/or required changes to a proposed Surveillance Use Policy before approval; and
  - b) All Surveillance Reports submitted.

### **Section 2. Definitions**

The following definitions apply to this Ordinance:

- 1) “Surveillance Report” means a written report concerning a specific surveillance technology that includes all of the following:
  - a) A description of how the surveillance technology was used, including the quantity of data gathered or analyzed by the technology;
  - b) Whether and how often data acquired through the use of the surveillance technology was shared with outside entities, the name of any recipient entity, the type(s) of data disclosed, under what legal standard(s) the information was disclosed, and the justification for the disclosure(s);
  - c) Where applicable, a breakdown of what physical objects the surveillance technology software was installed upon; for surveillance technology software, a breakdown of what data sources the surveillance technology was applied to;
  - d) Where applicable, a breakdown of where the surveillance technology was deployed geographically, by individual census tract as defined in the relevant year by the United States Census Bureau;
  - e) A summary of community complaints or concerns about the surveillance technology, and an analysis of any discriminatory uses of the technology and effects on the public’s civil rights and civil liberties, including but not limited to those guaranteed by the California and Federal Constitutions;
  - f) The results of any internal audits, any information about violations or potential violations of the Surveillance Use Policy, and any actions taken in response;
  - g) Information about any data breaches or other unauthorized access to the data collected by the surveillance technology, including information about the scope of the breach and the actions taken in response;
  - h) Information, including crime statistics, that help the community assess whether the surveillance technology has been effective at achieving its identified purposes;
  - i) Statistics and information about public records act requests, including response rates;
  - j) Total annual costs for the surveillance technology, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year; and
  - k) Any requested modifications to the Surveillance Use Policy and a detailed basis for the request.
- 2) “City entity” means any department, bureau, division, or unit of the City of Oakland.

- 3) “Surveillance technology” means any electronic device, system utilizing an electronic device, or similar used, designed, or primarily intended to collect, retain, process, or share audio, electronic, visual, location, thermal, olfactory, biometric, or similar information specifically associated with, or capable of being associated with, any individual or group.
  - a) “Surveillance technology” does not include the following devices or hardware, unless they have been equipped with, or are modified to become or include, a surveillance technology as defined in Section 7(3): (a) routine office hardware, such as televisions, computers, and printers, that is in widespread public use and will not be used for any surveillance or law enforcement functions; (b) Parking Ticket Devices (PTDs); (c) manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is limited to manually capturing and manually downloading video and/or audio recordings; (d) surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles; (e) manually-operated technological devices used primarily for internal municipal entity communications and are not designed to surreptitiously collect surveillance data, such as radios and email systems; (f) municipal agency databases that do not contain any data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by surveillance technology.
- 4) “Surveillance Impact Report” means a publicly-released written report including at a minimum the following:
  - a) **Descri ti n:** Information describing the surveillance technology and how it works, including product descriptions from manufacturers;
  - b) **P r se:** Information on the proposed purposes(s) for the surveillance technology;
  - c) **L cati n:** The location(s) it may be deployed and crime statistics for any location(s);
  - d) **Im act:** An assessment identifying any potential impact on civil liberties and civil rights including but not limited to potential disparate or adverse impacts on any communities or groups if the surveillance technology was used or deployed, intentionally or inadvertently, in a manner that is discriminatory, viewpoint-based, or biased via algorithm. In addition, identify specific, affirmative measures that will be implemented to safeguard the public from each such impacts;
  - e) **Data S rces:** A list of all sources of data to be collected, analyzed, or processed by the surveillance technology, including “open source” data;
  - f) **Data Sec rity:** Information about the steps that will be taken to ensure that adequate security measures are used to safeguard the data collected or generated by the technology from unauthorized access or disclosure;
  - g) **Fiscal C st:** The fiscal costs for the surveillance technology, including initial purchase, personnel and other ongoing costs, and any current or potential sources of funding;
  - h) **Thir Party De en ence:** Whether use or maintenance of the technology will require data gathered by the technology to be handled or stored by a third-party vendor on an ongoing basis;
  - i) **Alternati es:** A summary of all alternative methods (whether involving the use of a new technology or not) considered before deciding to use the proposed surveillance technology, including the costs and benefits associated with each alternative and an explanation of the reasons why each alternative is inadequate; and,
  - j) **Track Rec r :** A summary of the experience (if any) other entities, especially government entities, have had with the proposed technology, including, if available, quantitative information about the effectiveness of the proposed technology in achieving

its stated purpose in other jurisdictions, and any known adverse information about the technology (such as unanticipated costs, failures, or civil rights and civil liberties abuses).

- 5) "Surveillance Use Policy" means a publicly-released and legally-enforceable policy for use of the surveillance technology that at a minimum specifies the following:
- a) **Purpose:** The specific purpose(s) that the surveillance technology is intended to advance;
  - b) **Authorized Use:** The specific uses that are authorized, and the rules and processes required prior to such use, ~~and the uses that are prohibited;~~
  - c) **Data Collection:** The information that can be collected by the surveillance technology. Where applicable, list any data sources the technology will rely upon, including "open source" data;
  - d) **Data Access:** The individuals who can access or use the collected information, and the rules and processes required prior to access or use of the information;
  - e) **Data Protection:** The safeguards that protect information from unauthorized access, including encryption and access control mechanisms;
  - f) **Data Retention:** The time period, if any, for which information collected by the surveillance technology will be routinely retained, the reason such retention period is appropriate to further the purpose(s), the process by which the information is regularly deleted after that period lapses, and the specific conditions that must be met to retain information beyond that period;
  - g) **Public Access:** How collected information can be accessed or used by members of the public, including criminal defendants;
  - h) **Third Party Data Sharing:** If and how other City or non-City entities can access or use the information, including any required justification or legal standard necessary to do so and any obligations imposed on the recipient of the information;
  - i) **Training:** The training required for any individual authorized to use the surveillance technology or to access information collected by the surveillance technology, including any training materials;
  - j) **Accounting and Oversight:** The mechanisms to ensure that the Surveillance Use Policy is followed, including internal personnel assigned to ensure compliance with the policy, internal recordkeeping of the use of the technology or access to information collected by the technology, technical measures to monitor for misuse, any independent person or entity with oversight authority, and the legally enforceable sanctions for violations of the policy; and
  - k) **Maintenance:** The mechanisms and procedures to ensure that the security and integrity of the surveillance technology and collected information will be maintained.

## **Section Enforcement**

- 1) Any violation of Resolution No. 85638 (DAC Surveillance Use Policy adopted June 2, 2015), Resolution No. 85807 (FLIR Surveillance Use Policy adopted October 6, 2015), this Ordinance, or of a Surveillance Use Policy promulgated under this Ordinance, constitutes an injury and any person may institute proceedings for injunctive relief, declaratory relief, or writ of mandate in any court of competent jurisdiction to enforce this Ordinance. An action instituted under this paragraph shall be brought against the respective city agency, the City of Oakland, and, if necessary to effectuate compliance with this Ordinance or a Surveillance Use Policy (including to expunge information unlawfully collected, retained, or shared thereunder), any third-party with possession, custody, or control of data subject to this Ordinance.

- 2) Any person who has been subjected to a surveillance technology in violation of this Ordinance, or about whom information has been obtained, retained, accessed, shared, or used in violation of this Ordinance or of a Surveillance Use Policy promulgated under this Ordinance, may institute proceedings in any court of competent jurisdiction against any person who committed such violation and shall be entitled to recover actual damages (but not less than liquidated damages of \$1,000 or \$100 per day for each day of violation, whichever is greater) and punitive damages.
- 3) A court shall award costs and reasonable attorneys' fees to the plaintiff who is the prevailing party in an action brought under paragraphs (1) or (2).
- 4) In addition, for a willful, intentional, or reckless violation of this Ordinance or of a Surveillance Use Policy promulgated under this Ordinance, an individual shall be deemed guilty of a misdemeanor and may be punished by a fine not exceeding \$1,000 per violation.

### **Section Secrecy Surveillance Technology**

It shall be unlawful for the City of Oakland or any municipal entity to enter into any contract or other agreement that conflicts with the provisions of this Ordinance, and any conflicting provisions in such contracts or agreements, including but not limited to non-disclosure agreements, shall be deemed void and legally unenforceable. Conflicting provisions in contracts or agreements signed prior to the enactment of this Ordinance shall be deemed void and legally unenforceable to the extent permitted by law. This section shall not apply to collective bargaining agreements and related memorandums of agreement or understanding that pre-date this Ordinance.

### **Section Whistle Blower Protections**

1) No municipal entity or anyone acting on behalf of a municipal entity may take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment, including but not limited to discriminating with respect to compensation, terms, conditions, access to information, restrictions on due process rights, privileges of employment, or civil or criminal liability, because:

a) The employee or applicant was perceived to, about to, or assisted in any lawful disclosure of information concerning the funding, acquisition, or use of a surveillance technology or surveillance data to any relevant municipal agency, municipal law enforcement, prosecutorial, or investigatory office, or City Council Member, based upon a good faith belief that the disclosure evidenced a violation of this Ordinance; or

b) The employee or applicant was perceived to, about to, or assisted or participated in any proceeding or action to carry out the purposes of this Ordinance.

2) It shall be grounds for disciplinary action for a municipal employee or anyone else acting on behalf of a municipal entity to retaliate against an individual who makes a good-faith complaint that there has been a failure to comply with any part of this Ordinance.

3) Any employee or applicant who is injured by a violation of Section 10 may institute a proceeding for monetary damages and injunctive relief in any court of competent jurisdiction.

### **Section Severability**

The provisions in this Ordinance are severable. If any part of provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid, the remainder of this

Ordinance, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue to have force and effect.

**Section Construction**

The provisions of this Ordinance, including the terms defined in Section 7, are to be construed broadly so as to effectuate the purposes of this Ordinance.

**Section Effective Date**

This Ordinance shall take effect on [DATE].

## Timeline:

### I. Section 3. Information Required - sequence

- a. City entity seeking approval under Section 2 shall submit Impact Report/Use Policy to Privacy Commission prior to heading to Council.
- b. Privacy Commission shall act on the item within 90 days (this allows for at least 3 regular meetings, in addition to special meetings).
- c. Failure by Privacy Commission to act within 90 days enables City entity to proceed to Council.

Modifications to current draft ordinance Section 3:

### Section 3. Information Required

- 1) The City entity seeking approval under Section 2 shall submit to the City Council a Surveillance Impact Report and a proposed Surveillance Use Policy ~~at least forty-five (45) days prior to the public hearing.~~ A Surveillance Use Policy shall be considered a draft proposal until such time as it is approved pursuant to a vote of the City Council.
  - a) Prior to seeking City Council approval under Section 2, the City entity shall submit the Surveillance Impact Report and proposed Surveillance Use Policy to the Privacy Advisory Commission for its review at a regularly noticed meeting.
  - b) The Privacy Advisory Commission shall recommend that the City Council adopt, modify, or reject the proposed Surveillance Use Policy. *If the Privacy Advisory Commission proposes that the Surveillance Use Policy be modified, the Privacy Advisory Commission shall propose modifications to the City entity and/or City Council in writing.*
  - c) *Failure by the Privacy Advisory Commission to make its recommendation on the item within 90 days of submission shall enable the City entity to proceed to the City Council for approval of the item.*
- 2) After receiving the recommendation of the Privacy Advisory Commission, the City Council shall publicly release in print and online the Surveillance Impact Report, proposed Surveillance Use Policy, and Privacy Advisory Commission recommendation at least *fifteen (15)* days prior to the public hearing.
- 3) The City Council, or its appointed designee, shall continue to make the Surveillance Impact Report and Surveillance Use Policy, and updated versions thereof, available to the public as long as the municipal entity continues to utilize the surveillance technology in accordance with its request pursuant to Section 2(1).

**Timeline:**

**I. Section 5. Existing Technology – sequence**

- a. OPD shall present a survey/list of equipment/software to Privacy Commission
- b. Privacy Commission shall rank list in order of potential impact to civil liberties
- c. Within 90 days, OPD shall submit 4 policies to the Privacy Commission for review, beginning with the highest-ranking items as determined by Privacy Commission, and continuing thereafter every 90 days until the list is exhausted.

Modifications to current draft ordinance Section 5:

**Section 5. Compliance for Existing Surveillance Technology**

Each City entity possessing or using surveillance technology prior to the effective date of this ordinance shall submit a Surveillance Impact Report and a proposed Surveillance Use Policy *for each surveillance technology*, in compliance with Section 3 (1) (a-c). ~~and no later than one hundred eighty (180) days following the effective date of this ordinance for review and approval by the City Council pursuant to Section 4. If such review and approval has not occurred within sixty (60) days of the City Council submission date, the City entity shall cease its use of the surveillance technology until such review and approval occurs.~~

- a) *Prior to submitting the Surveillance Impact Report and proposed Surveillance Use Policy as described above, each City entity shall present to the Privacy Advisory Commission a list of surveillance technology already possessed or used by the City entity.*
- b) *The Privacy Advisory Commission shall rank the items in order of potential impact to civil liberties.*
- c) *Within ninety (90) days of the Privacy Advisory Commission's action in b), each City entity shall submit four (4) Surveillance Impact Reports and proposed Surveillance Use Policies to the Privacy Advisory Commission for review, beginning with the highest ranking items as determined by the Privacy Commission, and continuing thereafter every ninety (90) days until the list is exhausted.*
- d) *Failure by the Privacy Advisory Commission to make its recommendation on any item within 90 days of submission, shall enable the City entity to proceed to the City Council for approval of the item pursuant to Section 4. If such review and approval has not occurred within sixty (60) days of the City Council submission date, the City entity shall cease its use of the surveillance technology until such review and approval occurs.*



## *MEMORANDUM*

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**TO:** Oakland Privacy Advisory Commission

**FROM:** Michael P. Ford  
Dept. of Transportation

**SUBJECT:** Streetline Smart Parking System

**DATE:** October 31, 2016

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### **SUMMARY**

Parking management systems are rapidly evolving: smart meters, vehicle detection systems, machine learning, smart phone applications, wireless networks and other components are converging to create increasingly sophisticated "smart parking" systems. What is also evolving are the business models and public-private partnerships to support those systems. Streetline Inc. is proposing to invest approximately one million dollars in infrastructure and nearly half a million in operating costs over a three-year period to bring its smart parking solution to as many as fifteen hundred city blocks. Staff is requesting authorization to enter into a non-exclusive agreement with Streetline and to support the pilot project by providing limited access to existing assets such as streetlights, traffic signal systems and open data sources including parking meter and garage occupancy data. The implementation of this pilot project will be closely aligned with and support the MTC-funded Parking and Mobility Management Initiative.

Staff is bringing this opportunity to the Privacy Advisory Commission at the direction of the Public Works Committee. Staff is asking the Commission to provide feedback, which will be incorporated into a supplemental report for the Public Works Committee.

### **ANALYSIS**

The phrase "smart parking" is increasingly used to describe carefully designed, technology-enabled, context-sensitive, and customer-friendly parking management systems. In a recent letter addressed to the Oakland City Council, the Oakland Business Improvement District Alliance wrote: "Parking in Oakland's vital commercial districts is an increasingly important resource to manage. Wiser management of Oakland's parking supply through smart parking will improve convenience, benefit the environment, and our urban landscape. New meters, sensors, and demand-responsive pricing will make it easier to find parking throughout the City. Increased parking availability benefits drivers, transit riders, bicyclists, pedestrians, visitors, residents, and merchants" (see *Attachment A*).

Streetline Inc. proposes to deploy at its own expense a system of sensors, network equipment, and cloud-based analytics in order to merge multiple data sources capable of providing valuable parking management information and real-time parking guidance. Streetline's "Hybrid Smart Parking Platform" is designed to ultimately combine information from payment, mobility, LPR, and other available data sources to continuously update parking trends for connected streets and parking facilities in pilot areas. Once deployed, the system would continuously improve as more data is processed, giving the City of Oakland and drivers a better and better picture of parking activity and availability. Streetline's original proposal is attached (see *Attachment B*). Highlights of the proposal include:

Coverage:	Up to 1,500 metered and unmetered blockfaces
Services:	Parking Analytics and Consumer Parking Guidance
Duration:	3 years
Costs:	Streetline, up to \$1,000,000 in capital investment plus \$150,000 annual operating fee
	City of Oakland Payable to Streetline, \$0

Staff is requesting Council authority to negotiate, finalize and execute a non-exclusive agreement with Streetline Inc. to deploy its smart parking system. While such an agreement would entail no cash outlays to Streetline, it will commit the City to certain responsibilities in support of the pilot program. According to Streetline's proposed scope of services (see *Attachment C*), such responsibilities would likely include:

- Securing all required permissions and permits granting installation permission to Streetline at no cost to Streetline
- Arranging for street closures and applicable sign postings
- Arranging for continuous power for gateway(s) through an acceptable source (120 or 240v, 50 or 60 Hz) at a location (or locations) in accordance with Network Plan
- Cooperating with Streetline in establishing metrics and providing necessary benchmark data for Streetline's Executive Summary report
- Using best efforts to notify Streetline 10 business days prior to scheduled road paving or slurring activity of areas with sensors
- Promptly notifying Streetline of any power interruption to gateways or removal of repeaters or gateways by Customer's maintenance crews
- Establishing a plan for active marketing, advertising and promotion of the Smart Parking system and the Parker App with the goal of achieving 10,000 local downloads of the Parker App
- To the extent available, providing anonymized LPR /ALPR data to Streetline
- To the extent available, providing machine readable policy information to Streetline
- To the extent available, providing real-time and historical payment information for parking

In developing a final scope of work, staff will integrate language and standards drawn from other initiatives involving the City's right-of-way, from banner projects promoting commercial districts and the Golden State Warriors to parklets and bike share stations. In doing so, staff can efficiently discharge its responsibilities under the agreement while holding Streetline to the City's high standards of project delivery.

Streetline expects to generate income from the project by selling system data to third parties and, eventually, by providing premium services and advertising.

This action is consistent with the *Downtown Oakland Parking Management Report*, which recommends that the City take measures to improve parking monitoring and enforcement with integrated smart meters, off-street Parking Access and Revenue Control Systems, and LPR systems; evaluate emerging parking occupancy sensor technologies (in-ground and/or on-meter) and consider deploying them if and when current reliability, accuracy and cost problems are overcome; and develop a real-time parking wayfinding system. The proposed three-year pilot project would support and closely follow the MTC-funded Parking and Mobility Management Initiative. Both of these initiatives will be managed by Transportation Services Division.

Staff notes that the agreement will require that any data sourced by the City to Streetline for use in the smart parking system be anonymized. The mobile app requires users to accept Streetline's terms and conditions (opt-in). By doing so, they agree to anonymously publish their parking arrivals and departures. According to Streetline, there are no opportunities for users to register or identify themselves while using the app.

Streetline and staff have prepared a presentation to help guide the discussion of this item (see *Attachment D*).

For questions regarding this memorandum, please contact Michael Ford at 510-238-7670 or via email at [mford@oaklandnet.com](mailto:mford@oaklandnet.com).

Respectfully submitted,

/s/

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Michael P. Ford

Parking & Mobility Programs Manager,  
Transportation Services Division, Oakland  
Department of Transportation

**Attachments:**

- A. Oakland BID Alliance Letter of Recommendation
- B. Streetline Inc. Proposal
- C. Streetline Inc. Draft Agreement
- D. Streetline Inc. Presentation for Oakland Privacy Advisory Commission



From: Oakland BID Alliance

To: Oakland City Council

**Re: Oakland BID Alliance Support for Smart Parking**

Dear Members of Oakland City Council,

Parking in Oakland's vital commercial districts is an increasingly important resource to manage. Wisser management of Oakland's parking supply through smart parking will improve convenience, benefit the environment, and our urban landscape.

New meters, sensors, and demand-responsive pricing will make it easier to find parking throughout the City. Increased parking availability benefits drivers, transit riders, bicyclists, pedestrians, visitors, residents, and merchants. The Oakland BID Alliance supports Smart Parking because it:

- Makes our neighborhoods safer, healthier and less congested as traffic searching is dramatically reduced
- Makes our city more navigable and visitor-friendly
- Creates opportunities to generate new revenue streams for the City of Oakland through better parking management
- Makes our Districts more amenable to people rather than cars.

We look forward to Smart Parking Implementation in Oakland.

Sincerely,

Members of the Oakland BID Alliance

Savlan Hauser, Jack London BID, & Chair, Oakland BID Alliance

Natalie Alvarez, Visit Oakland

Daniel Swafford, Laurel & Montclair CBDs

Chris Jackson, Rockridge BID

Andrew Jones, Steve Snider, and Tori Decker, Uptown/Downtown CBDs

Shifra de Benedictis-Kessner, Temescal BID

Maria Sanchez, Fruitvale BID

Pamela Drake, Lakeshore BID

Shari Godinez, Koreatown/Northgate BID



## STREETLINE SMART PARKING PROPOSAL

1200 Park Place, Suite 150, San Mateo, CA 94403  
(650) 242-3400 [www.streetline.com](http://www.streetline.com)

Oakland, CA August 2016

# Introduction

## Oakland, CA 2016

Oakland is a major West Coast port city in the U.S. state of California. Oakland is the third largest city in the San Francisco Bay Area, the eighth-largest city in California, with a population of 413,775 as of 2014. It serves as a trade center for the San Francisco Bay Area; its Port of Oakland is the busiest port for San Francisco Bay, all of Northern California, and fifth busiest in the United States. Incorporated in 1852, Oakland is the county seat of Alameda County. It is also the principal city of the Bay Area Region known as the East Bay. The city is situated directly across the bay, six miles east of San Francisco. The East Bay Economy continues to move forward and build on the economic expansion that has taken place in the post-recession era these last few years. With virtually every major economic indicator trending in the right direction, the region is poised for steady growth in 2015 as the local economic engine continues firing on all cylinders. From the job market to spending and real estate, the East Bay remains one of the bright spots in the state of California.

## Streetline, 2016

Streetline has become the world's leader in capturing highly accurate parking data and developing applications that put this data to good use in the hands of Motorists, Merchants, and Oakland. Streetline has now dramatically reduced the cost of the Smart Parking solution by utilizing Streetline analytics, mobile devices, cameras, and Oakland data such as parking payment and LPR. Streetline is proud to announce the Hybrid Smart Parking Platform that reduces the cost of Smart Parking occupancy data by 80%. Streetline is also proud to announce programs that fund the remaining 20% via commercial markets. The result? Free Smart parking, across all of Oakland, at no cost to Oakland.

We are excited to partner with Oakland to solve the urban challenge of parking in Oakland.

## Overview

### Occupancy data as the foundation of Smart Parking

10 years ago, it was necessary for Streetline to install sensors in every parking space to capture accurate parking data because there were no other data sources. Today however, Cities are actively generating a variety of parking and mobility data such as meter and mobile payments, license plate recognition readings, GPS probe, connected car events, security camera data and more. Each of these datasets provides some (but imperfect) insights into the City's curbside utilization. Each data source used stand-alone, offers an incomplete or inaccurate representation of actual occupancy and parking demand.

In 10 years of studying parking occupancy, Streetline's engineering team discovered the value and the ideal process of combining multiple datasets to create highly accurate parking occupancy data at a vastly reduced cost. Streetline analytics and historic data can now accurately determine parking occupancy of each block face with only one sensor in each block face. The Streetline Hybrid Platform can generate 90% accuracy in 60 days using only one sensor per block face and powerful analytics. This solution is made even more effective and less expensive by leveraging all Streetline sensing devices and multiple other data sources:

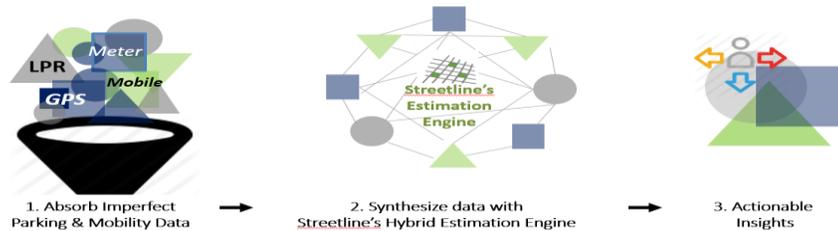
- Only Streetline has a portfolio of three sensing devices that generate primary data.
  - **Sensors** are now in their 5<sup>th</sup> generation, with batteries that last 8+ years, and generate 96% accurate occupancy data in real world installations.
  - **Streetline's cloud based camera service** can convert camera images from parking lots into parking occupancy with 97% accuracy. Existing cameras meeting our specifications add this functionality with no additional capital expenditure.
  - **Streetline's Software** Development Kit (SDK) can be added into any smart phone application and will capture parking arrivals and departures and thus make every smart phone a parking sensor. This captures accurate data at almost zero cost.
- Streetline also leverages other existing data as part of a total smart parking data system.
  - **Parking payment**<sup>1</sup> is as little as 11% accurate in correlation to parking occupancy. However, using Streetline's "sensor-per-space" installations, Streetline has confirmed the industry's most accurate correlations between parking payment and parking occupancy.
  - **LPR data** offers limited coverage & quality. While it is a non-essential, it can be valued as an additional data source. The value of this is highly dependent on the revisit rate, driving technique, and quality of the LPR camera.
  - **Off-street parking operations.** Streetline APIs absorb data out of existing access control equipment. Streetline's ParkEdge platform publishes location, hours, prices, inventory and real time occupancy. ParkEdge adds off-street parking to the motorist's parking search.

The result of this robust sensing portfolio is the foundation of Streetline's Hybrid Platform. This approach delivers Smart Parking occupancy data at a fraction of the investment of our legacy sensor per space system.

<sup>1</sup> In <http://docs.trb.org/prp/16-2490.pdf> the authors refer to poor correlation of payment and occupancy in Oakland, Streetline's Estimation Engine (data fusion) solution leverages limited correlations that may exist on given block. To confirm the effects on consumer experience when using only payment information, Streetline measured consumer apps that claim real time parking guidance based on payment data in the city and found, over the course of 100 observations that only 11% of the blocks labeled as 'parking available' actually had space available.

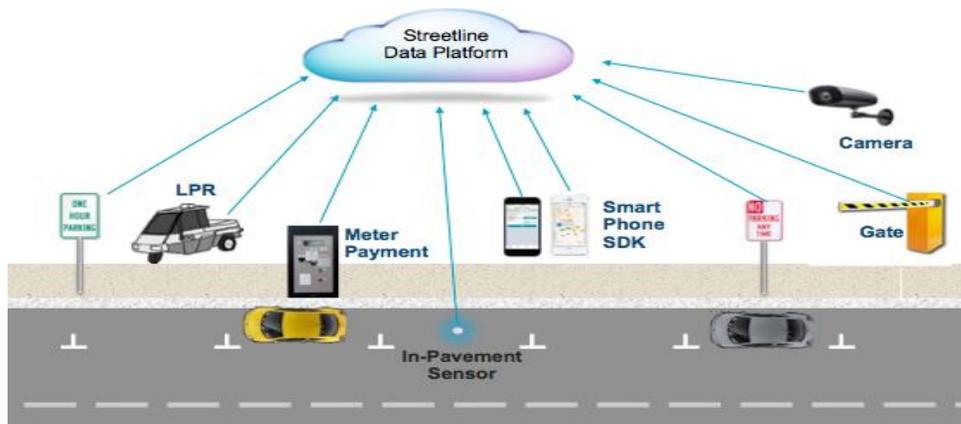
## The Hybrid Platform

The above sensing strategy is the foundation of a new approach to Smart Parking called The Hybrid Platform. The Hybrid Platform is comprised of the following three components: (1) Streetline Hybrid Smart Parking occupancy data capture (2) Streetline Estimation Engine (3) Mobile and web applications for the City, its Merchants, Residents and Visitors to access never-before available city-wide parking data and parking guidance on each integrated block.



### 1) The Hybrid Smart Parking Occupancy Data Capture

To create the most accurate and most comprehensive parking occupancy data, Streetline first captures data with three Streetline sensing devices: in-pavement sensors, cameras overhead, and smart phone with Streetline software. Streetline then expands the quality and quantity of total data by leveraging outside data sources including; non-streetline sensors, parking payment, LPR, gates and other data that is relevant to parking occupancy. Streetline also gathers all parking prices and policies as part of the solution installation.



Streetline's Hybrid data capture strategy is the industry's most comprehensive and most flexible. Compared to a sensor-per-space installation, the Hybrid maintains virtually all data quality, expands the geographic coverage of parking occupancy data to the majority of the city, and dramatically decreases the cost. Cities can receive benefit from existing investments that can now contribute data to smart parking. Example, city surveillance cameras can be utilized to also contribute to parking occupancy with no additional capital expense.

## The Newest Addition to Occupancy Sensing! Software Development Kit (SDK)

Parking Inference Software Development Kit (SDK) is a code library that is part of Parker that can easily and quickly be embedded into any 3rd party iOS and/or Android mobile application. The Parking Inference SDK converts smartphones into mobile parking sensors using the motion sensors in the phone, providing the ability for apps to recognize that the user has parked or departed from a parking space. As part of this offer, Streetline is making the SDK freely available for use in city applications or other 3rd party apps.

### What does it do?

- Every time a driver parks in a spot, the SDK detects the arrival and departure, with time and location
- These events create a notification event on the phone, available for use in 3<sup>rd</sup> party apps. Potential uses include:
  - Integration with your parking payment apps - 'would you like to start payment for your space?'
  - Integration with electronic city permitting apps - 'you have parked in an E permit zone and you do/do not have permission to have parked here'
  - Coupons/Special offers from downtown businesses - 'Looks like you parked near XYZ, show them this notification and get 10% off your purchase'
- Lastly, the anonymous arrival and departure information is then incorporated into parking guidance.

### Why is the SDK Important?

The anonymous arrival and departure information is a critical component of parking guidance and analytics. As the proportion of this data relative to the overall parking activity increases, we are able to provide improved granularity in analytics and parking guidance. The SDK has two additional advantages. It provides parking occupancy data 24 hours a day and throughout the city, wherever motorists park.

### Battery Consumption?

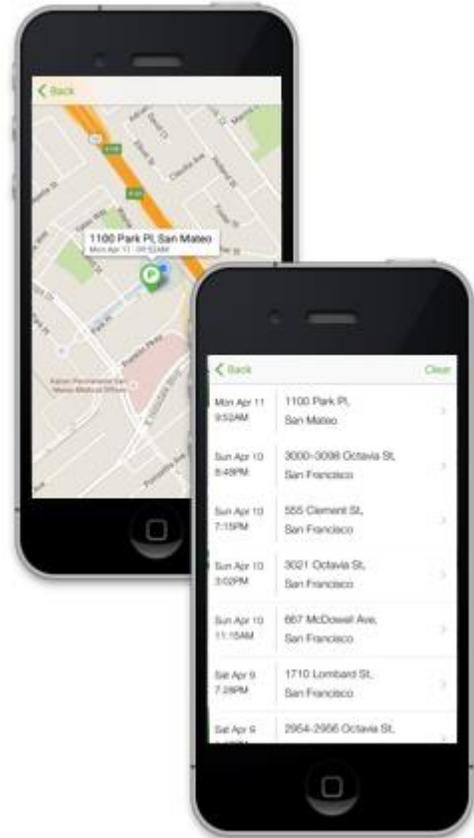
- Battery consumption is only ~1%
- *How do we keep battery consumption so low?* The Parking Inference SDK operates in the background to listen to motion events using the device's motion sensor. When the SDK infers an arrival or departure, only then will it activate the GPS to take a snapshot of the location.

### Privacy?

The parking Inference SDK DOES NOT collect any personally identifiable information as the Parker app and SDK do not require user registration.

### How much does this cost?

- It is already installed in the Parker app
- Free to the City & 3<sup>rd</sup> party app developers and only requires time and resources to complete the integration



### How does this help the City, its Residents and Visitors?

- Automatically remembers and displays to the driver where they parked
- Remind residents and visitors to pay their meter or that they've overstayed the time limit
- Alert residents and visitors that street sweeping hours are about to start

***And that's just the start!***

## 2) Streetline Estimation Engine

The Streetline Estimation Engine is a machine-learning analytics engine hosted on Streetline’s secure server infrastructure that ingests and combines the above data sources to provide real time consumer guidance in addition to occupancy analytics. Streetline’s use of the single sensor per block face provides the estimation engine with the ability to *continuously* adapt to the quality and prevalence of additional data sources, all the while providing best in class consumer guidance and analytics.

The Streetline Estimation Engine routinely achieves 90% accuracy. Occupancy analytics reports generated by the Hybrid Platform are within 5-10% average occupancies, over the same period, when compared with data captured by a full sensor-per-space deployment. This accuracy level is achieved with just the installation of one sensor per blockface. The integration of additional data sources, such as the City’s meter/mobile payment data, will strengthen the accuracy over the first year.

The real-time parking guidance via our mobile guidance application and Guidance API also target a 90% accuracy level. This means that 9 out of 10 times that a user is informed that parking is available on a block, they will find parking. *Just think – no more circling for parking in your city.*

## 3) Mobile and Web applications

Utilizing the occupancy demand data generated by the Hybrid Platform, the city can access a range of mobile, web and API tools for the city to obtain a city-wide view of occupancy demand, optimize curbside utilization, make informed policy decisions and provide real-time guidance to available parking spaces. Our Basic Platform suite consists of quarterly analytics reports delivered to your inbox. We are offering access to advanced analytics on-demand via the [Premium](#) version of the product.

Products	
<b>Parker™</b> – Mobile guidance	Parker is a free mobile application available for iPhone® and select Android™ devices that provides residents and visitors with a complete parking assistant in the palm of their hand. Parker provides motorists with detailed maps on capacity, availability, policies, and pricing.
<b>ParkerMap™</b> – Online Parking Guidance	ParkerMap allows anyone to create a real-time parking map for free and embed it on their website. Whether you’re a merchant trying to bring customers to your establishment, a university managing visitors for the big game, or a city looking to reduce congestion downtown, letting motorists know where to park is key.
<b>ParkEdge™</b> – Off-street Publishing to Parker	Using ParkEdge, city and privately-owned garages can publish locations on Parker, along with occupancy, policy and pricing information. ParkEdge offers a complete motorist experience by making garage information available in Parker.



The installation begins with a single sensor per blockface. The sensor serves as our eyes on the ground to validate and calibrate the disparate parking and mobility data sources that exist in your city today. We have refined our installation process to be able to install 80-100 blockfaces per day (refer to the FAQ for the detailed installation process). As these are put in place, we will simultaneously deploy our Field team to collect policy data for us to calibrate against the sensor. All this data will feed into the Hybrid Platform, running securely on our servers to learn and refine occupancy insights.

### The Hybrid Installation Environment – What Works Well

- Demarcated Spaces
- Undemarcated Spaces (POC in progress; release expected soon)
- Metered Spaces
- Time Limited Spaces
- Pay-by-Space/Pay-by-Plate

### The Hybrid Installation – Physical Architecture



5-6 weeks of Baseline Policy Collection

### Integrations

#### Parking Inference Software Development Kit (SDK)



The Parking Inference SDK is a library within Parker that runs in the background as a service and detects every Arrival and Departure. It can also be easily integrated into any 3<sup>rd</sup> party iOS or Android application. The Arrival and Departure events are automatically published to the cloud and incorporated into the Streetline Hybrid Platform to further improve the quality of parking guidance and analytics. Those same Arrival and Departure events automatically remember where the motorist parked.



#### Meter & Mobile Payments

Meter and Mobile Payment data can be posted to the Streetline Meter Payment API. Streetline has previously integrated with several major meter and mobile payment vendors (refer to FAQ for list of current integrations). Streetline can add additional 3<sup>rd</sup> party meter vendors at any time.



### LPR Readings

If the city or 3<sup>rd</sup> parties can provide LPR observations then Streetline can incorporate this into the initial data collection, calibration and learning period. LPR data provided to Streetline on an on-going basis can be incorporated into the Hybrid Platform for improved performance and accuracy.



### Video/Camera Snapshots

In addition to vehicle sensors, Streetline has also developed a camera based parking detection system that detects Arrival and Departure events. These events can be used by the Hybrid Platform as another data source to improve parking guidance and analytics. Existing 3<sup>rd</sup> party cameras may also potentially be utilized to feed images into the Streetline Hybrid Platform.



### Other Sensor Data

Data from Streetline sensors or non-Streetline sensor data can be incorporated into the Hybrid Platform by posting their Arrival and Departure events to the Streetline Parking Status API. Streetline Parking Status API is documented and Streetline will work with the city or 3<sup>rd</sup> party vendors to complete the integration.

## Summary

We are offering Oakland a unique opportunity to utilize this Smart Parking system fully funded by external sources. The system includes occupancy demand data to understand curbside utilization and parking guidance on each block in your city. Cities that qualify for this funding are limited and the amount of time we can keep this offer open is limited. This offer is available to Oakland through 2016.

### Terms & Services:

**Coverage:** up to 1,500 metered and unmetered block-faces

### Services Included:

- ParkSight – On-Demand Access to Analytics
- Parker - Consumer Parking Guidance
- ParkerMap – Merchant Web tool
- ParkEdge – Off-Street Parking Management

Guided Enforcement - Additional Fee Applies

**Program Duration:** 3 years

**Renewal:** Streetline intention is to renew at the end of the term, under the same terms.

**Cost:** \$0 including equipment, installation, operations, and maintenance

**Value:** \$915,000

**Data ownership:** Streetline

**City data rights:** License for unlimited rights to use data in Streetline applications

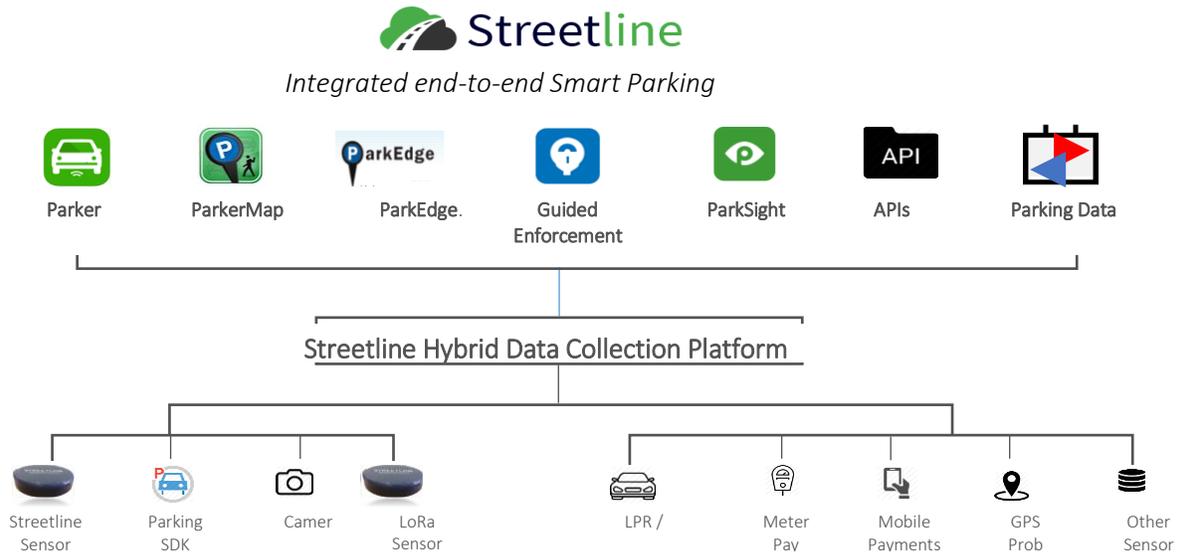
**City data restrictions:** City may not license (sell/give) data to anyone, without Streetline approval.

**Zero cost to the city.** Because of the light infrastructure and new business model, Streetline can offer the Smart Parking Hybrid Platform to Oakland for 3 years at no cost to the city.

**Non Exclusive.** Oakland may work with any/all other vendor(s) during our contract.

## About Streetline

Streetline is a leader in the Smart Parking industry that has amassed almost 10 years of expertise and experience in providing fully integrated end-to-end Smart Parking Platform. Our solutions include parking occupancy detection, 24/7 curbside utilization monitoring and parking policy and demand analytics for cities to effectively facilitate sophisticated analyses, planning and implementation of parking management programs. Combining our patented sensing technology and half a billion collected parking events into our in-house machine-learning engine, we have developed a new Hybrid Smart Parking Platform that provides comprehensive, accurate and actionable occupancy data to empower you with a city-wide view of demand on each integrated block.

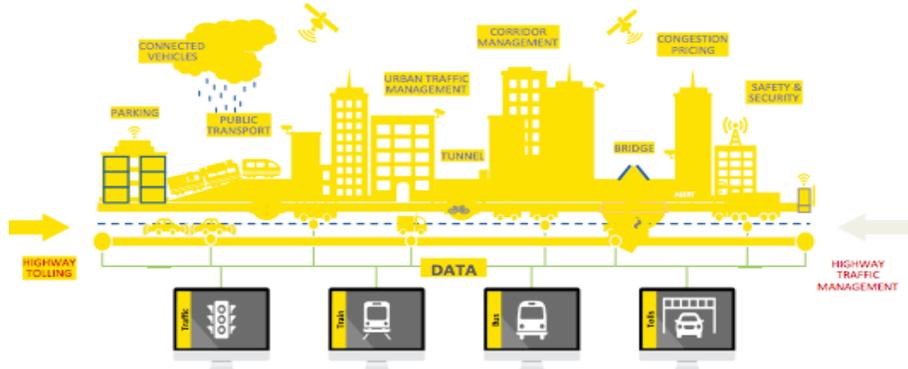


## Partners



Parking is the “last mile” challenge in automobile and multi-modal transportation. Streetline was acquired by Kapsch in 2015 with the goal of combining Kapsch and Streetline transportation products. Kapsch is a leader in traffic and incident response, road tolling, and many other solutions. Kapsch and Streetline products are synergistic and compatible for use by cities and DOTs. Kapsch will sell the combined solutions in over 40 countries.

## Kapsch solutions overview:



*Let this 2016 journey begin...*





1200 Park Place #150  
San Mateo, CA 94403

### Order Form

This Order Form is placed by undersigned customer (“**Customer**”) in accordance with Streetline, Inc. (“**Streetline**”) Scope of Services (hereto attached as Exhibit A), the Terms of Use (attached hereto as Exhibit B) and the API License Terms (attached hereto as Exhibit C). This Order Form, along with exhibits attached hereto, are referred to collectively as the “**Agreement.**” By signing this Order Form, Customer agrees to the terms and conditions of the Agreement, effective as of the date of execution by the last party to sign below (“**Effective Date**”). Use of the Service by Customer is subject to Customer’s agreement to the Terms of Use prior to first use of the Service and Customer’s ongoing compliance with the Terms of Use.

The Service will include Streetline’s web-based and/or mobile-based application suite and modules as further described in the Scope of Services, including any updates and upgrades made available to Customer by Streetline, but excluding Third Party Applications (“**Service**”). As part of the Service, if indicated in the Scope of Services, Streetline shall provide Customer with technical support and assistance in its use of the Service as described in the Scope of Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

**CITY OF (CUSTOMER)**

**STREETLINE, INC.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print or Type

Name: \_\_\_\_\_  
Print or Type

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:  
(Address here)

Address:  
1200 Park Place, Suite 150  
San Mateo, California 94403

## Order Form Summary

Product or Service	Qty.	Price	Total
<b>Scope of Services</b>			
Streetline Hybrid Smart Parking Service	1	\$0	\$0
On-Street Block Coverage	750 Blocks (1,500 block faces)	\$0	\$0
<b>Total On-Street Block Coverage</b>	<b>750 Blocks (1,500 block faces)</b>	<b>\$0</b>	<b>\$0</b>
<b>Services</b>			
<b><i>Consumer Parking Guidance</i></b>			
Parker - On/Off-Street Mobile Guidance		\$0	\$0
ParkEdge - Off-Street Static Data Directory	3 years, unlimited use	\$0	\$0
ParkEdge RT- Real-Time Off Street Availability	1 year , unlimited use	\$0	\$0
ParkerMap - On/Off-Street Guidance Web Widget	3 years, unlimited use	\$0	\$0
<b><i>Parking Policy Optimization Analytics</i></b>			
Occupancy	ParkSight Analytics	\$0	\$0
Demand Based Pricing	ParkSight Analytics	\$0	\$0
Duration of Stay	ParkSight Analytics	\$0	\$0
Turnover	ParkSight Analytics	\$0	\$0
<b>Subtotal for Services</b>			
<b>Fees</b>			
Activation Fee To Go Live	(750) Blocks	\$0	\$0
Monthly Fee	(750) Blocks	\$0	\$0
<b>Total for Services</b>			<b>\$0</b>

See Exhibit A and Exhibit B below for more details.

## Exhibit A

### SCOPE OF SERVICES

#### **General**

Purpose	Smart Parking program implementing Streetline parking service applications for the agreed number of blocks of demarcated, contiguous parking spaces in one or more designated areas within the city of (Customer), with specific locations to be mutually agreed to by Streetline and Customer.  Smart Parking program to be developed and managed by joint working group consisting of Customer and Streetline.
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#### **Applications and services provided by Streetline**

Streetline provides both a “Commercial Reporting Services” and a “Consumer Services” as set forth below, collectively referred to herein as “Service”.

#### **Commercial Reporting Services**

ParkSight is a web-based analytics platform that provides access to a standard set of Occupancy, Demand-Based Pricing, Turnover and Duration of Stay of reports. It is built with an easy-to use and intuitive data dashboard featuring a suite of zoomable heat maps, charts, graphs and tables of Occupancy, Demand, Duration and Turnover data. Export features include: PDFs, CSVs, Images

Customer will have 24/7 access to ParkSight for the duration of the contract. This includes:

Geographical Coverage	Hybrid Deployment Area
Day Granularity	Day of the Week (Mondays, Tuesdays, etc)
Date Range	Monthly (ex. Mondays in January)
Hour Range	24 hours a day
Report Metrics	<ol style="list-style-type: none"><li>1. <i>Occupancy: Represents the average block occupancy during each hour within the period.</i></li><li>2. <i>Demand Reports: Map and List view of the highest and lowest utilized blocks with their associated average occupancy</i></li><li>3. <i>Duration of Stay: Represents the average duration for each parking session with an arrival during each hour within the period.</i></li><li>4. <i>Turnover: Represents the average number of cars arriving/space/hour for all parking sessions during each hour within the period</i></li></ol>

#### **Consumer Service Offerings**

##### 1) Parker™

Parker is a free consumer mobile app available on select iOS and Android smartphones. Parker provides motorists with guidance to available on-street parking and off-street lots and garages. It shows pricing and time limits where applicable, and can access mobile payment options such as ParkMobile and Pay-by-Phone, where available, for meters enabled to accept such payment methods. The newest version of Parker anonymously tracks drivers’ parking arrivals and departures,

always remembering where they parked their car. Additionally, this provides additional occupancy data to the system and improves accuracy.

## 2) ParkEdge™

ParkEdge is a free web-based parking management tool that enables operators of off-street parking facilities to publish prices, phone numbers, hours, payment methods, policy and restrictions about their facilities to motorists/drivers.

ParkEdge RT adds the ability for parking facilities to publish availability information via a data feed from payment or access control systems or via manual estimates.

ParkEdge information is displayed in Parker, ParkerMap, and other distribution platforms through which Streetline may publish parking information.

## 3) Parker Map™

ParkerMap is a free embeddable web widget that displays parking availability information on a map centered on a user-defined location. A ParkerMap instance is created by visiting [www.theparkerapp.com/parkermap](http://www.theparkerapp.com/parkermap) and following the instructions set forth in the creation wizard. ParkerMap displays available parking information similar to that of Parker but optimized for viewing on websites.

### ***Equipment provided, installed and maintained by Streetline***

- Sensors as required and determined by Streetline
- Cameras as required and determined by Streetline
- Repeaters as required and determined by Streetline
- Gateways as required and determined by Streetline
- Cable ties for installing repeaters
- ¼" stainless steel extreme duty banding for installing gateways

The above-listed equipment is referred to collectively as "Equipment". ***Streetline will own all Equipment.*** The number of repeaters and gateways ("Network Equipment") may be adjusted as required to ensure high quality networking at no charge to Customer. At the end of the Term, Streetline will remove all Equipment, with the exception of the parking sensors, which shall remain in place.

The Streetline Equipment package consists of an integrated set of components.

Sensors, which detect potential parking activity in the deployment area, are installed and communicate information to the Streetline private cloud. Sensors are self-powered and sealed within the sensor package.

Network Equipment is comprised of repeaters and gateways. Collectively, sensors and Network Equipment provide a low power wireless mesh network, which enables transmission of data from the sensors to gateways. Gateways (i) manage the sensor network, (ii) maintain the data network connection to the Internet, and (iii) manage data transmission from the sensors to Streetline's private cloud.

Repeaters are typically mounted on streetlamps or other common fixtures and do not require line power. They are self-powered with replaceable lithium primary batteries. Gateways are mounted on streetlamps and require a continuous line power source (120 or 240v, 50 or 60 Hz) that must be provided by the Customer.

### ***Documentation***

- High-level project plan for installation, evaluation and completion
- Application instructions and training materials

### ***Streetline Responsibilities - Network & Sensor Installation, Training & Support, Project Reporting***

- Develop mutually agreed upon sensor and Network Equipment deployment plan ("Network Plan") with Customer
- Install all Equipment in accordance with Network Plan

- Provide initial training in use of applications
- At end of Term, provide Executive Summary report highlighting program results and showing potential improvements achievable by deploying smart parking system on broader scale
- Remove gateway and repeater Equipment at end of Term, with the exception of parking sensors which can remain in place

***Customer Responsibilities***

- Secure all required permissions and permits granting installation permission to Streetline at no cost to Streetline
- Arrange for street closures and applicable sign postings
- Arrange for continuous power for gateway(s) through an acceptable source (120 or 240v, 50 or 60 Hz) at a location (or locations) in accordance with Network Plan
- Cooperate with Streetline in establishing metrics and providing necessary benchmark data for Streetline’s Executive Summary report
- Use best efforts to notify Streetline 10 business days prior to scheduled road paving or slurring activity of areas with sensors
- Promptly notify Streetline of any power interruption to gateways or removal of repeaters or gateways by Customer’s maintenance crews
- Establish a plan for active marketing, advertising and promotion of the Smart Parking system and the Parker App with the goal of achieving 10,000 local downloads of the Parker App
- To the extent available, provide anonymized LPR /ALPR data to Streetline
- To the extent available, provide machine readable policy information to Streetline
- To the extent available, provide real-time and historical payment information for parking

***Term***

36 months, commencing upon initial deployment of the Service

***Fee and Payment terms***

No charge to Customer

***Repair or Replacement***

Streetline will repair or replace, at its option and free of charge to Customer, any item of Equipment (gateways, repeaters, parking sensors) that is no longer operational during the Term of the Agreement.

Notwithstanding the foregoing, if an item of Network Equipment (repeaters, gateways) or a camera is no longer operational because (a) the Network Equipment or camera has been used with products or services that are not compatible with Streetline’s Service or (b) the Network Equipment or camera is damaged as a result of actions taken by Customer or its agents, then Customer shall pay Streetline:

(i) \$200 per sensor for the costs incurred to replace such sensor, (ii) \$200 per repeater for the costs incurred to replace or repair such repeater, (iii) \$1,400 per camera for the costs incurred to replace or repair such camera, or (iv) \$4,000 per gateway for the costs incurred to replace or repair such gateway, as needed. The above replacement costs do not include any import duties or VAT that might be imposed. All payments must be paid within thirty (30) days of invoice.

## Project Schedule

Notification of Equipment delivery schedule will be provided within 4 weeks following execution of Order Form and notice to proceed from Customer. Configuration and delivery of applications with Customer-specific information will commence within 4 weeks following successful deployment and testing of completed network. Network Plan deployment schedule will be contingent upon availability and time required to secure necessary local permits for Network Plan installation work.

Week	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				>> Year 3
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Hardware Installation & Network Planning																									
Field Survey & Policy Collection																									
Network Planning																									
Kit and Ship Parts																									
System Installation																									
Continuous System Monitoring																									
Hybrid Smart Parking Platform																									
Baseline Sensor Data Collection & Analysis																									
Machine-Learning & Data Calibration																									
Internal Analytics Validation																									
Internal Application Configuration																									
Continuous Data Collection, Machine-Learning & Data Refinement																									
Customer Engagement																									
Customer Kick-Off Meeting: Permits & Permissions																									
Q1: Parker Marketing Strategy Sessions																									
Q2: Customer Go-Live																									
Continuous Customer Engagement & Quarterly Check-Ins																									

Streetline reporting expands over the first 6 months of the contract, depending on specific data available. Please contact Streetline for specific schedule and capabilities in your project.

## Exhibit B

### Streetline Terms of Use

**1. Subscription Service.** Subject to the terms and conditions of the Agreement, Streetline shall make the Commercial Service available to Customer on a hosted basis during the Term, solely for use by Customer and its Users. Streetline may update the functionality and user interface of the Service from time to time in its sole discretion as part of its ongoing mission to improve the Service. As used herein, "Users" are individual users to whom Streetline has provided subscriptions to the Commercial Service, as indicated in the Scope of Services, and who have been issued user identifications and passwords for the Commercial Service by Streetline.

**2. Restrictions.** Customer is responsible for all use of the Commercial Service by its Users and all activities conducted under its Users' accounts, and for ensuring that its Users comply with this Agreement. Customer shall not, and shall not permit its Users to: (a) make the Service available in any manner to any third party; (b) copy, modify, or reverse engineer all or any part of the Service; or (c) upload or transmit to or through the Service any Customer Data or any other material that contains viruses or other materials intended to damage or interfere with the Service.

**3. Term.** The term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 7, shall continue until the end of the term of the project as set forth in the Scope of Services ("Term").

**4. Fees.** Customer shall pay Streetline the repair and replacement costs set forth in the Scope of Services (the "Fees") pursuant to the payment terms set forth therein, if and when applicable. Customer shall pay to Streetline interest of one and one half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, on all past due amounts. Customer will be responsible for all taxes related to the Fees or its use of the Commercial Service, excluding taxes based on Streetline's net income.

#### **5. Proprietary Rights**

**5.1 Customer Data.** Customer owns and shall retain all right, title and interest (including all intellectual property rights) in and to any data and information submitted by Customer to the Service ("Customer Data").

**5.2 Streetline Rights.** Except for the limited right to access and use the Service during the Term as expressly granted to Customer in this Agreement, Streetline owns and shall retain all right, title and interest (including all intellectual property rights) in and to the Service and any data and information collected through the Service ("Collected Data"). Without limitation of the foregoing and except to the extent the Collected Data constitutes a public record subject to the state Public Records Act, the Collected Data is Streetline's Confidential Information. Any rights not expressly granted herein are reserved by Streetline. In addition, if Customer or any User makes any suggestions, enhancement requests, or recommendations, or provides any other feedback relating to the Service, then Streetline shall have the right to use and otherwise exploit such feedback freely in connection with the Service and Streetline's other products and services. In addition, for purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Collected Data is a trade secret and proprietary commercial information and not subject to disclosure if not provided to Customer. Notwithstanding the foregoing, however, Customer may use stored, historical (i.e., non-live, non-real-time) Collected Data as provided by Streetline through the Service for internal analysis and policy decision support, which will constitute a public record.

#### **6. Terms of Service**

**6.1 Network Access.** Customer shall be solely responsible for any and all costs and fees in connection with accessing and using the Services.

**6.2 Third-Party Applications.** Streetline may offer certain third party applications or other products and services as indicated in the Scope of Services ("Third Party Applications"). In addition, Streetline or its partners may offer links to other third party websites, products, services and other resources through the Service. Streetline makes no (and expressly disclaims any) representation or no warranty regarding such Third Party Applications.

#### **7. Suspension, Termination, Dispute Resolution**

**7.1 Suspension for Non-Payment.** Without limitation of Streetline's other remedies, Streetline may suspend Customer's and its Users' access

to and/or use of the Service if Customer fails to pay any Fees when due and does not cure such failure within thirty (30) days of Streetline's notice thereof.

**7.2 Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to correct such breach within thirty (30) days following written notice specifying such breach.

**7.3 Effect of Termination.** Upon the expiration or earlier termination of this Agreement, all rights and licenses granted to Customer hereunder shall terminate, Customer shall cease all use of and access to the Service except as expressly permitted in this Section 7.3, and all outstanding Fees shall immediately become due and payable. Either party's termination of this Agreement shall be without prejudice to any other remedies that it may have at law or in equity, and shall not relieve either party of liability arising prior to the effective date of termination. Sections 4, 5, 7.3, 8, 9.2, 10, 11 and 12 shall survive any expiration or earlier termination of this Agreement.

**8. Confidentiality.** "Confidential Information" means confidential, proprietary and trade secret information and materials that either party ("Disclosing Party") discloses to or otherwise makes available to the other party ("Receiving Party") under this Agreement, in whatever form, tangible or intangible, but does not include information that is a public record as defined in the state Public Records Act. Receiving Party shall: (a) protect the Confidential Information of Disclosing Party from unauthorized dissemination and use; (b) use such Confidential Information only for the exercise of Receiving Party's rights and performance of Receiving Party's obligations under this Agreement; and (c) not disclose any such Confidential Information to any third party, except to its employees, contractors and affiliates who have a need to know such information and are bound by written confidentiality agreements no less restrictive than the requirements set forth in this Section 8. The foregoing restrictions pertaining to the Confidential Information shall not apply with respect to any Confidential Information that: (a) is or becomes publicly known through no fault of Receiving Party; (b) was known by Receiving Party before receipt from Disclosing Party, as evidenced by Receiving Party's written records; (c) becomes known to Receiving Party without confidential or proprietary restriction from a source other than Disclosing Party that does not owe a duty of confidentiality to Disclosing Party with respect to such Confidential Information; or (d) is independently developed by Receiving Party without the use of the Confidential Information of Disclosing Party. In addition, Receiving Party may use or disclose Confidential Information of Disclosing Party to the extent Receiving Party is legally compelled to disclose such Confidential Information, provided, however, prior to any such compelled disclosure Receiving Party shall cooperate fully with Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Notwithstanding anything herein to the contrary, Receiving Party agrees that Disclosing Party shall have, in addition to any other available remedies, the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 8, without the necessity of posting any bond or other security. Within ten (10) days after any termination or expiration of this Agreement, Receiving Party shall return to Disclosing Party (or destroy, at Disclosing Party's sole election) all Confidential Information of Disclosing Party (and all copies and extracts thereof) then in the possession or control of Receiving Party or its affiliates, employees or contractors.

#### **9. Warranties**

**9.1 Service Warranty.** Streetline warrants that, upon successful equipment installation and network activation, the Service shall be functional and available for access and use by Customer as described in the Scope of Services. Customer's sole and exclusive remedy for Streetline's breach of this warranty shall be to have Streetline use commercially reasonable efforts to repair the Service to achieve the functionality described in the Scope of Services. Streetline shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days of the first instance of the applicable problem. The warranties set forth in this Agreement are made to and for the benefit of Customer only. Such warranties shall not apply if Customer has used the

Service other than in accordance with Streetline's instructions, this Agreement and applicable law.

**9.2 Disclaimer of Warranties.** THE WARRANTIES STATED IN SECTION 9.1 ABOVE, ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY STREETLINE. STREETLINE MAKES NO, AND EXPRESSLY DISCLAIMS ALL, OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

**10. Limitation of Liability.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL STREETLINE'S ENTIRE LIABILITY ARISING FROM A BREACH OF THIS AGREEMENT RELATING TO STREETLINE'S FAILURE TO DELIVER THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT EXCEED THE GREATER OF (X) \$1,000 AND (Y) THE TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT, IN EACH CASE, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY. This limitation of liability does not apply to any claims arising out of personal injury as a result of the delivery of services or installation of the equipment. In addition, Streetline shall not be liable for any indirect, special, incidental, consequential, or punitive damages of any kind, however caused, even if Streetline has been advised of the possibility of such damages.

**11. General Provisions.** Any notice required or permitted hereunder shall be in writing and shall be deemed to be properly given upon receipt. Such notices shall be sent to the applicable party at the address set forth in this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section).

This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by Customer without the prior written consent of Streetline. Any attempted assignment other than in accordance with this Section shall be null and void. Subject to the foregoing, the rights and liabilities of the parties hereto shall bind, and inure to the benefit of, the parties and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors. Except for payment of monies due hereunder, neither party will be liable to the other for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control. This Agreement, including the documents and agreements referenced herein, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of each party.

## Exhibit C

### API License Terms

**1. Definitions.** For purposes of these API License Terms, the following terms have the following meanings:

(a) **“API”** means any application programming interface(s), web API, website, database, server, protocol, routine, service, or other means made available by or on behalf of Licensor from time to time in its discretion that is intended to permit access to Data in accordance with the terms and conditions hereof.

(b) **“Application”** means a software application owned or licensed by Licensee and distributed to End Users which is intended to be used to access and/or process Data in order to display such Data to End Users.

(c) **“Data”** means Collected Data and any other data (including accompanying metadata) transmitted, made available, or otherwise made accessible by or on behalf of Licensor through an API.

(d) **“Data Exchange Format”** means a machine readable data format intended or suitable for redistribution or sharing of data between software applications as determined by Licensor, including but not limited to any application programming interface, any database access (e.g., ODBC), any network transmission format (e.g., EDI, SOAP, RSS, XML) and any data file format (e.g., XLS, CSV).

(e) **“End Users”** means end users of Licensee’s Application who use such Application for their own personal use.

(f) **“End User Format”** means a human-readable data format that is (i) not a Data Exchange Format, and (ii) not otherwise intended or suitable for redistribution or sharing of data between software applications.

(g) **“Key”** means a unique identifier identifying Licensee as a user of an API, as assigned by Licensor to Licensee in Licensor’s discretion, to enable Licensee to access and/or use such API and to monitor usage. Keys may be subject to activation, suspension, and/or deactivation by Licensor to ensure usage consistent with these API License Terms and all applicable requirements, and for any other reason in Licensor’s discretion.

(h) **“Licensee”** means Customer.

(i) **“Licensor”** means Streetline, Inc.

(j) **“Licensor Materials”** means any and all of the API, Data, Key, and the Specifications (including any portions, copies, extracts, derivatives, modifications, and reformatted versions thereof) and any related data, information, and materials made available by or on behalf of Licensor to Licensee pursuant to these API License Terms or otherwise in connection with the Data.

(k) **“Site”** means the Licensor website or portal which provides access to the API and other related information, currently accessible through [www.streetline.com](http://www.streetline.com) (and relevant subdomains), as designated by Licensor from time to time in its discretion.

(l) **“Specifications”** means any specifications and documentation related to the API that Licensor may make available from time to time in its discretion, and includes any software code (other than the Key) that Licensor may make available specifically for the purpose of enabling Licensee to access Data through the API or to permit an Application to interface with the API (for example, code to be embedded in an Application to facilitate communication through the API).

**2. Registration and Credentials.** Licensee may be required to register with Licensor in accordance with procedures adopted by Licensor from time to time in order to access Data through the API. Such registration may involve obtaining a user account and choosing a user name and password (together with any Key assigned by Licensor, the **“User Credentials”**) that Licensee, upon confirmation of eligibility and approval by Licensor, will be required to use to access the Data through

the API in accordance with the terms and conditions of these API License Terms and any documentation or other information made available by Licensor. Licensee shall (i) protect its User Credentials from disclosure to or discovery by third parties and any unauthorized use by third parties, (ii) not provide or disclose its User Credentials to any third party or permit or enable any third party to use its User Credentials, and (iii) remain fully responsible and liable for any use, including any misuse, abuse, or unauthorized use, of its User Credentials, and Licensee hereby authorizes any and all transactions, submissions, instructions, authorizations, and other acts initiated through the use of its User Credentials. Licensee represents and warrants that all information provided by Licensee in connection with the registration or otherwise in connection with this Agreement shall be complete, current, and accurate, and Licensee shall promptly update any such information as needed to keep it complete, current, and accurate throughout the term of this Agreement. In the event of any actual or suspected misuse, abuse, compromise, or unauthorized use, or any suspected disclosure to or discovery by third parties, of Licensee’s User Credentials, or of any actual or suspected attempt to engage in any of the foregoing, Licensee shall promptly notify Licensor. Licensor reserves the right to suspend or revoke Licensee’s User Credentials and access to the Data in the event of any actual or reasonably suspected misuse, abuse, compromise, or unauthorized use of User Credentials or any actual or reasonably suspected failure to comply with the terms and conditions of these API License Terms.

### **3. Limited Right to Access and Use Data.**

(a) **Use of API and Keys.** Subject to Licensee’s acceptance of and compliance with these API License Terms, and solely in accordance with the Specifications, Licensor grants to Licensee a limited, revocable, nonexclusive, non-sublicensable, non-transferable, non-assignable right, solely during the term of the Agreement (i) to access the API solely for purposes of accessing and retrieving Data for use of such Data as expressly permitted herein, and (ii) to use the Key that may be generated, activated and provided to Licensee by Licensor, in Licensor’s discretion, solely to access the API for such purpose. Licensee may also be permitted to use the API to transmit Licensee data to Licensor in accordance with the Specifications.

(b) **Use of Data.** Subject to Licensee’s acceptance of and compliance with these API License Terms, and solely in accordance with the Specifications, Licensor grants to Licensee a limited, revocable, nonexclusive, non-sublicensable, non-transferable, non-assignable right, solely during the term of the Agreement (i) to access and retrieve Data, solely through the API, that Licensor makes available, in its discretion, for such purpose through the API, (ii) to store and reproduce such Data solely as necessary to display such Data to End User through Licensee’s Application as expressly permitted herein, and (iii) to display such Data, solely in an End User Format, to End User through Licensee’s Application solely for End User’s own use. Licensee must ensure that End User is bound by restrictions regarding its use of Data that conform to the limited rights and restrictions set forth herein.

(c) **Available Data.** Notwithstanding anything to the contrary herein, (i) Licensor may add, modify, remove, update, terminate access to, or otherwise change any Data made available hereunder at any time without notice in Licensor’s discretion, and (ii) Licensee’s rights with respect to any Data owned by third parties are further limited (in addition to the restrictions and limited permissions set forth herein) to the rights Licensor is permitted to grant to such Data under applicable agreements with such third parties and Licensee may be required to agree to additional terms and conditions applicable to such third party Data.

### **4. Restrictions and Other Licensee Responsibilities.**

(a) **General.** Licensee may use only those Licensor Materials that are provided by Licensor to Licensee. Licensee may not use any key or means of access to the Data other than the API and Key provided by Licensor to Licensee. Licensee may not permit or enable any

third party to use or access any Data or other Licensor Materials except for the limited rights of End User as expressly set forth above. Except as otherwise expressly permitted in these API License Terms, Licensee will not, and Licensee will not permit or enable an Application or any third party to: (i) use any Data or other Licensor Materials for any purpose or in any manner other than expressly permitted in Section 3 above (including, without limitation, for guidance applications or purposes); (ii) rent, sell, lease, lend, sublicense, convey, redistribute or otherwise provide to any third party or any software application other than Licensee's Application with access to any Data or other Licensor Materials; (iii) modify, decompile, reverse engineer, alter, tamper with or create derivative works of any Data or other Licensor Materials; (iv) alter the Key or otherwise obscure or alter the sources of queries coming from Licensee or an Application; (v) access legacy or internal application programming interfaces or data feeds that are used by Licensor but that are not available or intended by Licensor to be available through the API; (vi) remove or tamper with any copyright notices or other proprietary or restrictive notices or indications of source or origin pertaining to the Data or other Licensor Materials; (vii) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Licensor Materials; or (viii) provide access to Data to End User in any form and manner other than as required by the state Public Records Act or as expressly permitted in Section 3(b) above (and in no event provide any such access through any application other than Licensee's Application or in any format other than an End User Format). Licensee shall not copy or store any Data or other Licensor Materials except where such copy or storage is created as an essential step in, and is necessitated by, the ordinary use of such Data through the Application or the ordinary use of such other Licensor Materials as expressly permitted hereunder (and such copy may only be used as necessary in the course of such ordinary use as expressly permitted hereunder). Licensee will cause all Data calls made by Licensee or an Application to include Licensee's Key.

**(b) Site Data.** Licensee will not, and Licensee will not permit or enable an Application or any third party to: (i) use any automated means (e.g., scraping, crawling, spidering or robots) to access, query or obtain any Data or information from the Site; or (ii) except as expressly permitted by these API License Terms or the Specifications, archive, store, modify or replace any Data or other information from the Site. To the extent permitted by the City's records retention schedule, Licensee will delete any and all Data and other information from the Site upon request by Licensor.

**(c) Conformance and Noninterference.** Licensee will cause each Application and Licensee's use of the API and the Data to conform with and not interfere with, circumvent, or render ineffective: (i) the Specifications and any other policies, terms and conditions that govern access to and/or use of the API and the Data; and (ii) any restrictions implemented in connection with the API or the Data, including any geographically-based restrictions (e.g., geo-blocking or reverse-IP lookup). Licensee will not, and Licensee will not permit or enable an Application or any third party to, interfere with the proper workings of any Licensor Materials or the Site. Licensor may, in its sole discretion, set and change quotas and other limits on API and Data usage, which may include the number of Data calls Licensee or an Application may make, use of the API during a particular period, the minimum required time between Data calls, and/or the maximum file size that may be transmitted through the API. Licensee will not, and Licensee will not permit or enable an Application or any third party to, exceed or circumvent any such quotas or limits, including by aggregating accounts or obtaining multiple Keys. Without limiting the foregoing, Licensee will not use the API in a manner that exceeds reasonable request volume or constitutes excessive or abusive use.

**(d) Responsibility and Compliance.** Licensee is responsible for all activities and consequences that relate to the use of the Key or other User Credentials, any Application, and the Data, regardless of whether those activities are undertaken by Licensee or any other person or entity (other than Licensor). Licensee will not, and Licensee will not permit or enable an Application or any third party to access, transmit, receive or use any Data or other Licensor Materials in a manner or for a purpose: (i) that violates any applicable law, rule or regulation (including export laws) or privacy policy; (ii) that violates any

third party's intellectual property or other rights; (iii) that could reasonably be considered to be deceptive, unethical, false or misleading; or (iv) that is inconsistent with these API License Terms, the Specifications or any other agreement between the parties. Licensee shall not make any representation or warranty or other statement with respect to the Data, other Licensor Materials, or Licensor that are not expressly approved in advance by Licensor. In no event shall Licensee make any representations, warranties, or other statements in the name or on behalf of, or otherwise purporting to be binding upon, Licensor.

**(e) Security and Harmful Code.** Licensee will ensure that each Application contains protections that are adequate to keep secure and prevent the interception of any Data transmitted to and from such Application or otherwise through the API. Licensee will ensure that each Application precludes unauthorized redistribution, sharing, and other unauthorized use of the Data. Licensee will not attempt to circumvent any security measures or technical limitations of the API or other Licensor Materials. Licensee will immediately notify Licensor of any security deficiencies (including without limitation any actual or suspected theft, loss or misuse of Data or actual or suspected vulnerabilities that may result in a theft, loss or misuse of Data) that Licensee discovers or suspects. Licensee will not include (or permit to be included) in or in connection with an Application any spyware, malware, virus, worm, Trojan horse or other malicious or harmful code.

**(f) Connectivity and Infrastructure.** Licensee agrees and acknowledges that it is Licensee's, and not Licensor's, responsibility to obtain and maintain at Licensee's sole cost and expense all connectivity, network, and other services, coverage, infrastructure, hardware, and software necessary for Licensee to use and access the API, Data, and other Licensor Materials (including, without limitation, Internet connectivity, wireless or telecommunications network connectivity, GPS services, and the like) ("**Infrastructure**"). Licensee acknowledges that (i) network coverage is not available everywhere and availability, coverage, and quality of network services may vary and change without notice depending on a variety of factors including network problems and capacity, network usage, terrain, structures, location, weather, and so forth, (ii) GPS services also depend on the respective hardware's ability to acquire satellite signals, which are not available everywhere or in all conditions (and are, for example, typically not available in covered structures), and (iii) Licensor shall not be responsible or liable for problems of any kind (including inability to access or use the API, Data, or other Licensor Materials) relating to coverage, availability, deficiency, or quality of network services or other Infrastructure.

**(g) Attribution.** To the extent Licensee provides Data to consumers or other third parties through Licensee's Application as expressly permitted herein, then Licensee must attribute Licensor as the source of the Data in accordance with the attribution guidelines provided by Licensor to Licensee (which guidelines may be updated from time to time by Licensor).

**5. Privacy.** Licensee acknowledges and agrees that Licensor and its affiliates, and its and their respective employees, agents, contractors, consultants, and service providers ("**Processing Parties**"), may have access to Personal Information in connection with their activities relating to the subject matter of these API License Terms. Licensee hereby consents to the processing (which includes, without limitation, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure and destruction) and other use of Personal Information by the Processing Parties in connection with their activities relating to the subject matter of these API License Terms, including the transfer of Personal Information from and to any country whether or not the laws of any such country provide an adequate level of protection of personal information or data. "**Personal Information**" means data and information relating to identified or identifiable individuals, including information relating to Licensee personnel (e.g., employees, temporary workers, and independent contractors), customers, suppliers, and other third parties.

**6. Monitoring.** Licensee will provide Licensor with any information or materials that Licensor requests to verify Licensee's compliance with these API License Terms and the Specifications, including a copy of each Application and one or more test accounts that will enable Licensor to access each Application in its entirety free of charge. Licensee acknowledges and agrees that Licensor may (but is not obligated to) monitor the Data, the API, and other Licensor Materials and Licensee's access thereto and use thereof for any purpose, including to ensure quality and to verify compliance with these API License Terms and any other agreement between the parties. Licensee will provide Licensor with continuous means to carry out such monitoring at no charge. Licensee will not interfere with such monitoring or otherwise obscure from Licensor any activity in connection with any Licensor Materials, and Licensor may use any technical means to overcome such interference.

immediately terminate, and Licensee will immediately cease any use thereof.

**7. Responsibility for Service; Support.** As between Licensee and Licensor, Licensee is solely responsible for all aspects of its use of the Data, the API, any other Licensor Materials, and each Application, and Licensee acknowledges and agrees that Licensor will not provide or be required to provide any technical or other support services in connection with any of the foregoing, including with respect to use of any Data in an Application. Licensee's use of the Data, the API, and any other Licensor Materials is at Licensee's own risk, and Licensee is solely responsible for any damage, loss, and liability that results from the use thereof. Licensor and its affiliates and its and their licensors, suppliers, service providers and business partners do not warrant that access to or use of any Data, API or other Licensor Materials will be uninterrupted, error-free or secure, or that defects will be corrected. Licensee's sole remedy for dissatisfaction with any Data obtained through the API or other Licensor Materials is to stop using the Data and other Licensor Materials, as applicable.

**8. Compliance with Laws.** Licensee will comply with all applicable laws, regulations and policies related to the use of the Data and other Licensor Materials and the development, marketing, sale, distribution and use of each Application.

**9. Ownership.** All right, title and interest (including all intellectual property rights) in and to the Data and other Licensor Materials that do not constitute public records subject to the state Public Records Act are the sole property of and reserved to Licensor and/or its licensors or suppliers, as applicable, and no right, title or interest in any Data and other Licensor Materials are transferred to Licensee as a result of these API License Terms or Licensee's access to or use thereof.

**10. Changes.** Licensor reserves the right to change any Data and other Licensor Materials at any time, and for any or no reason, and Licensor bears no responsibility or liability for such actions. Licensor reserves the right to release subsequent versions of the API and to require Licensee to use the most recent version thereof, and Licensee agrees that it is Licensee's responsibility to ensure, at Licensee's own cost, that Licensee's access to and use of the API and other Licensor Materials is compatible with Licensor's then-current requirements.

**11. Suspension/Termination.** Licensor reserves the right in its discretion to immediately to suspend (temporarily or permanently), terminate or revoke Licensee's or an Application's access to or use of any or all Data, the API, other Licensor Materials, or the Site (including by revoking or suspending any Key), in whole or in part, at any time for reasonable cause (including if Licensor knows of or suspects that Licensee or an Application has a security deficiency, or has inappropriately accessed, used or disclosed Data or other Licensor Materials or may otherwise threaten or damage the reputation(s) of Licensor or any of its affiliates) (collectively, "Cause"), upon notice to Licensee, and Licensor bears no responsibility or liability for any such suspension, termination or revocation. Upon termination of the Agreement by either party or upon suspension, termination or revocation of Licensee's and/or an Application's access to the Data or other Licensor Materials by Licensor, any and all licenses Licensee may have with respect to the Data and other Licensor Materials will

## ANNEX A

### SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified below:

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

**The City, its elected and appointed officials, employees, and agents are to be covered as insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

#### **Primary Coverage**

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

#### **Waiver of Subrogation**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide

proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

### SECTION 16 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

### SECTION 17 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:

To CONTRACTOR: Streetline, Inc.  
Attn: CEO  
1200 Park Place #150  
San Mateo, CA 94403

### SECTION 18 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

### SECTION 19 - GOVERNING LAW AND VENUE

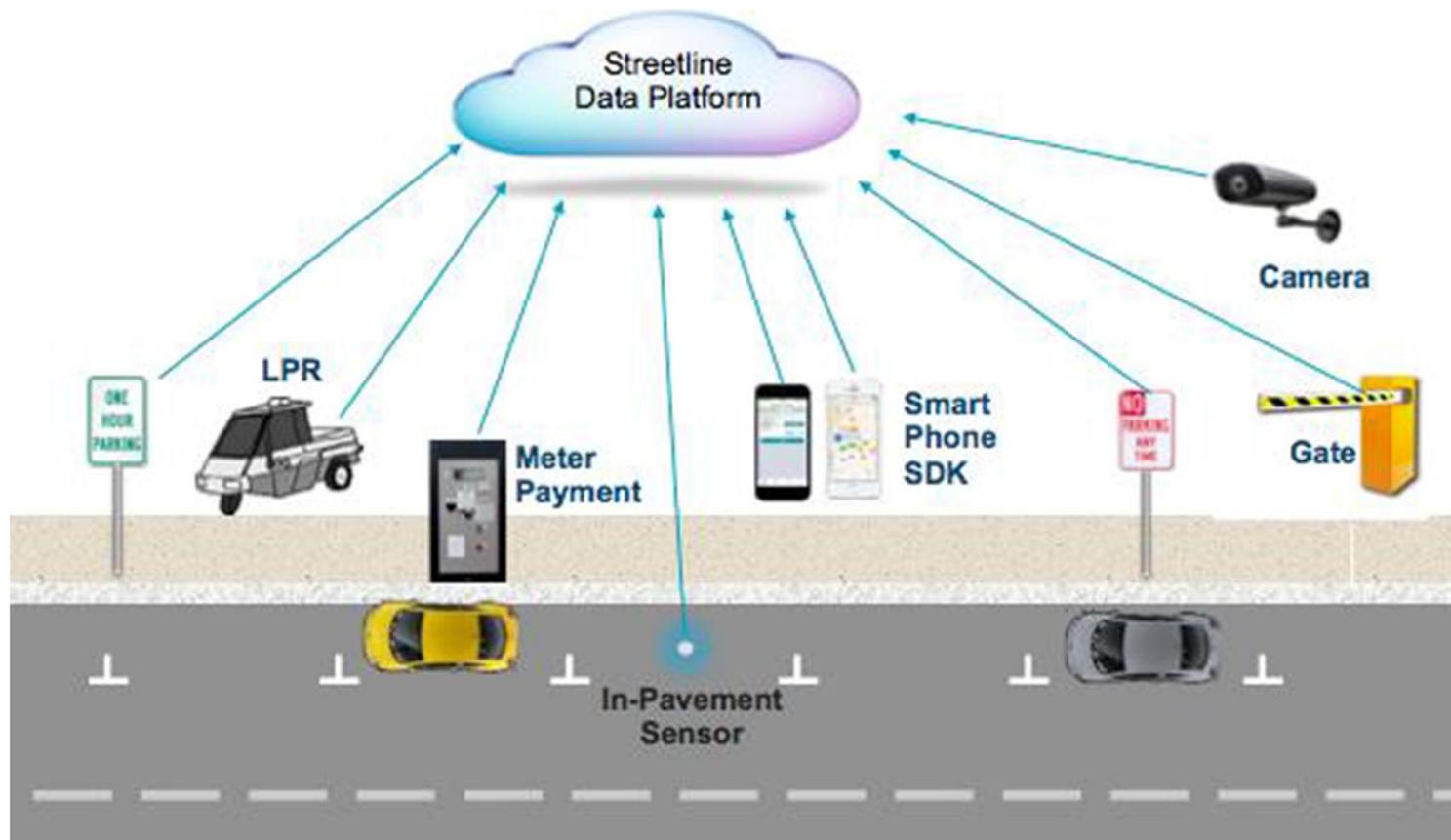
This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.



# Hybrid Smart Parking System

Presentation for  
City of Oakland  
Privacy Advisory Commission  
November 3, 2016

## 2 SMART PARKING DATA PLATFORM



### 3 PARKING OCCUPANCY DATA – SOLUTIONS FOR EVERYONE



#### Smart Parking: City

- Maximized parking usage
- Best price and policy
- Enforcement efficiency
- Data driven decisions



#### Smart Parking: Motorist

- Increased productivity
- Saved fuel & emissions
- Better planned trips
- Reduced Frustration



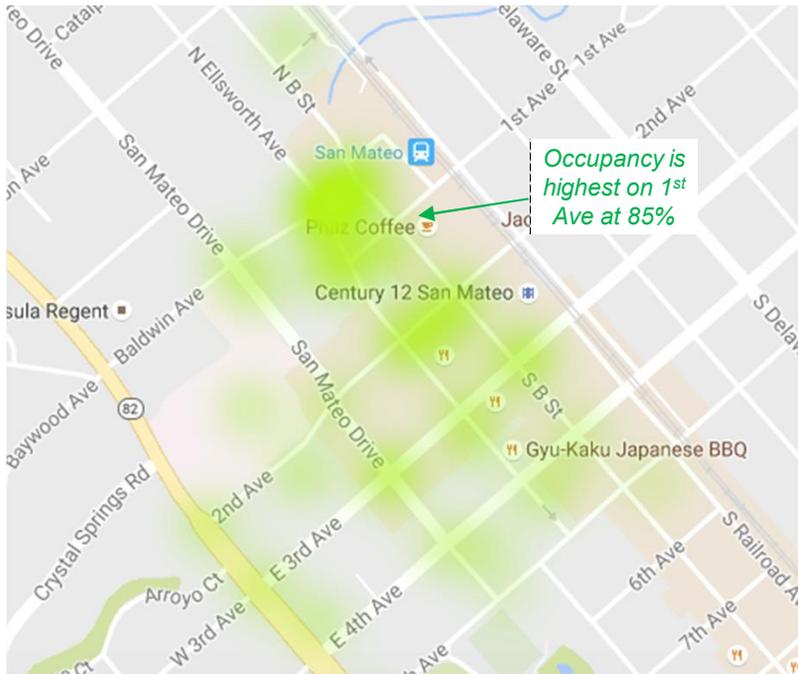
#### Smart Parking: Merchant

- Increased customer access and business
- Increased real estate value, tax base, and employment hiring

# CITY SOLUTION: PARKSIGHT ANALYTICS

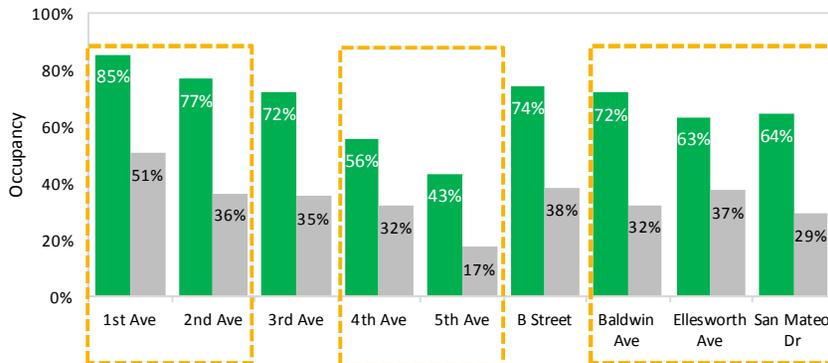


Hybrid City 1 Map with Occupancy Hot Spots

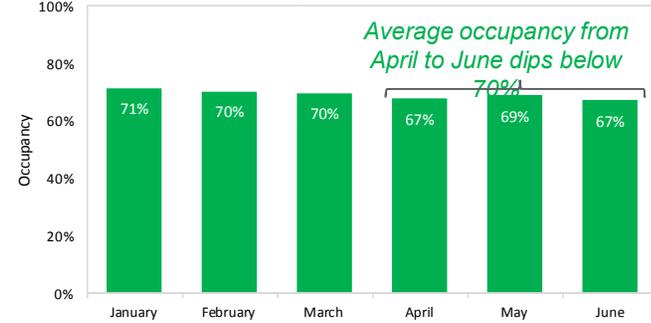


Average Occupancy by Block

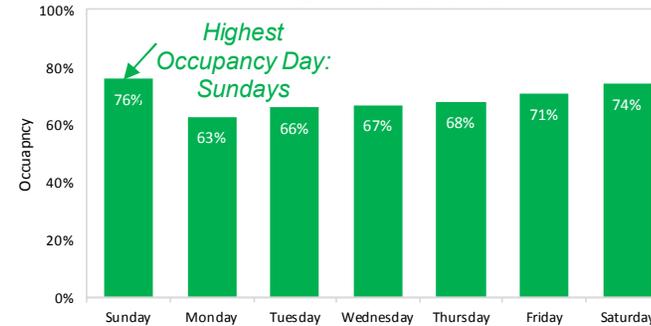
■ Policy Hours ■ Outside Policy Hours



Average Occupancy by Month

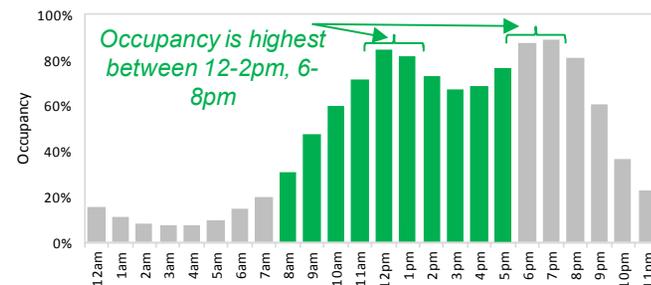


Average Occupancy by Day



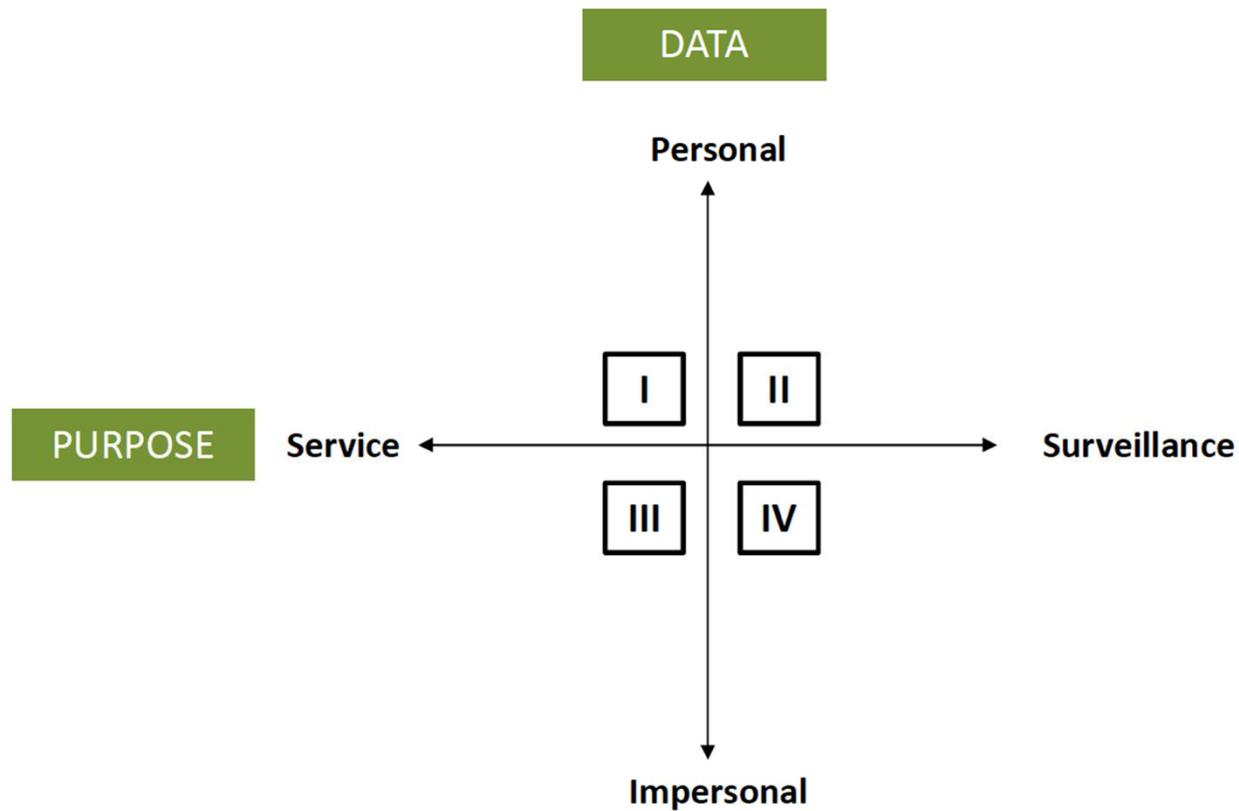
Average Occupancy by Hour

■ Policy Hours ■ Outside Policy Hours



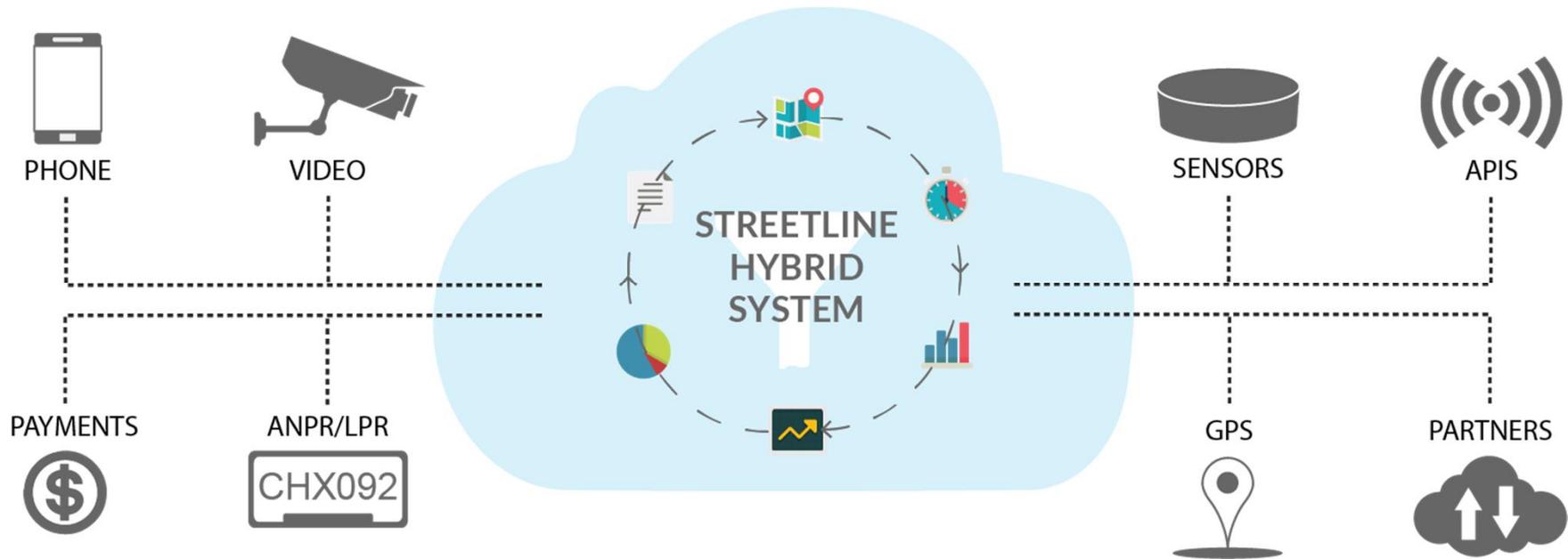


## 6 ANALYSIS: PRIVACY CONCERNS FRAMEWORK

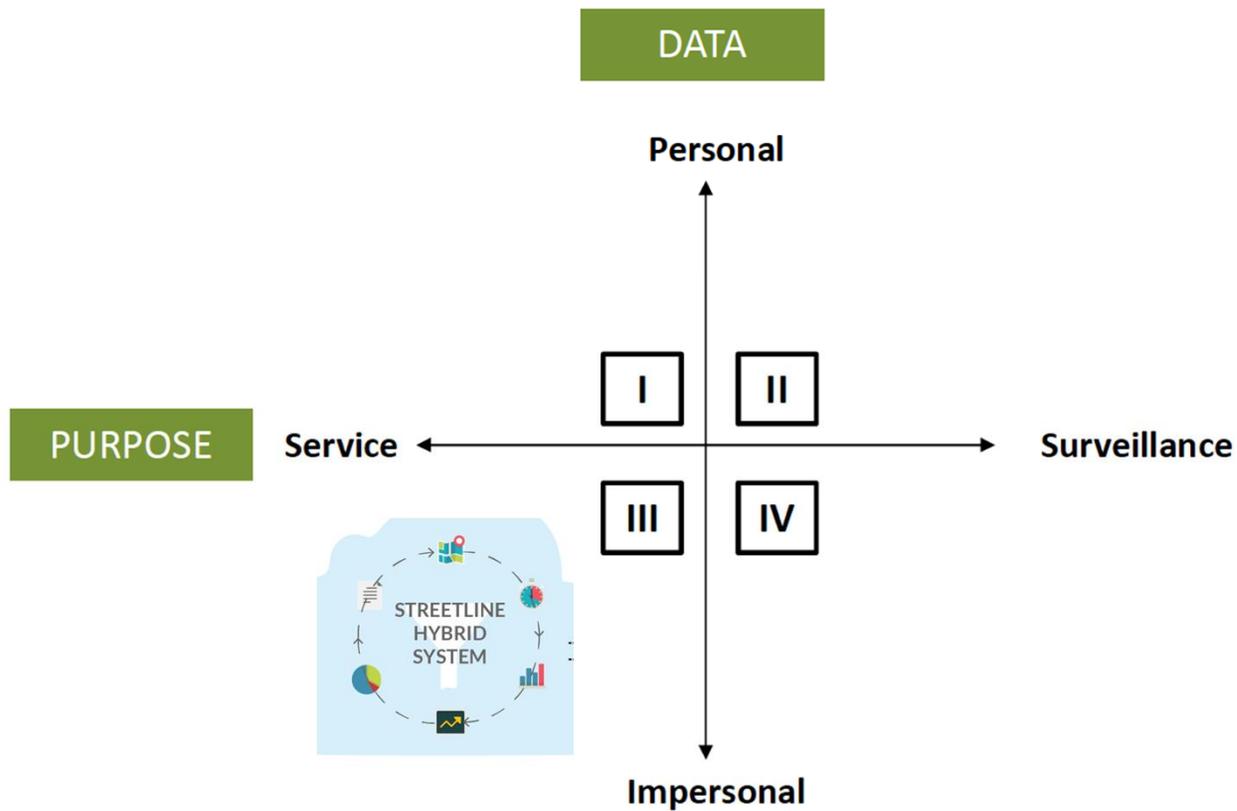


Privacy concerns in parking management systems

# 7 ANALYSIS: PLATFORM ENABLING TECHNOLOGIES & USES



## 8 ANALYSIS: STREETLINE HYBRID SMART PARKING SYSTEM



**Privacy concerns in parking management systems**

**THANK YOU**