

Village of Hanover Park

Municipal Building
2121 Lake Street
Hanover Park, IL
60133-4398

Rodney S. Craig
Village President

Eira L. Corral
Village Clerk

Ron Moser
Village Manager

630-823-5600
630-823-5786



September 17, 2012

Karen Sheley
Roger Baldwin Foundation of ACLU, Inc.
180 N Michigan Ave
Suite 2300
Chicago, IL 60601-1287
ksheley@aclu-il.org

RE: Freedom of Information Request 12-0600

Thank you for contacting the Village of Hanover Park with your request for information pursuant to the Illinois Freedom of Information Act.

The Corporate Counsel for the Village of Hanover Park has determined that your request for records is approved for release, with redactions, as permitted per State of Illinois 5ILCS 140//1, Sec. 7(1)(c), unique identifiers and personal information. Please find the document(s) enclosed.

Please note the following for your request:

Page 1 – September 5, 2012

- #1. Document attached.
- #2. No documents exist.
- #3. See attachment A.

Page 1 – July 30, 2012

- #1.a. Policy 367T attached.

Page 2 – July 30, 2012

- #1.b. None exist, we do not store or share.

- #2.a. See attached.
- #2.b. See attached.
- #2.c. See attached.
- #2.d. See attached.

- #3.a. None.
- #3.b. None.
- #3.c. 3 ALPR units or systems acquired.
- #3.d. 3 ALPR units or systems which are actively deployed.
- #3.e. Red light camera.
- #3.f. No records.
- #3.g. None.
- #3.h. None

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#4.a. No records.
#4.b. No records.
#4.c. No records.
#4.d. No records

#5.a. No records.
#5.b. No records.
#5.c. No records.
#5.d. No records.
#5.e. No records.

Page 3 – July 30, 2012

#6.a. None.
#6.b. None.
#6.c. None.
#6.d. None.

#7. None.

#8. See attached.

You have the right to have the denial of your request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to:

Public Access Counselor
Office of the Attorney General
500 S. 2nd Street
Springfield, IL 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

You also have the right to seek judicial review of your denial by the Circuit Court of Cook, County, Illinois.

If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this denial letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original FOIA request and this denial letter when filing a Request for Review with the PAC.

Sincerely,
Office of the Village Clerk

enc

THE
ROGER
BALDWIN
FOUNDATION
OF ACLU,
INC.

SUITE 2300
180 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601-1287
(312) 201-9740
FAX (312) 201-9730
WWW.ACLU.IL.ORG



FOIA# 12-0600
RECEIVED: 9/5/12
DUE: 9/12/12
FWD: PD

September 5, 2012

VIA CERTIFIED U.S. MAIL

Hanover Park Police Department
Attn: Freedom of Information Officer
2121 West Lake Street
Hanover Park, IL 60133

Re: FOIA request regarding police department deployment of Automatic License Plate Reader ("ALPR") technology

Dear Freedom of Information Officer:

I wrote on July 30, 2012 to seek information about Automatic License Plate Reader ("ALPR")¹ technology pursuant to the Freedom of Information Act ("FOIA"). 5 ILCS 140/1 *et seq.* See Att. A. Your office responded that Hanover Park does not use this technology. A press release states that Hanover Park has used ALPR technology in its Red Light cameras to identify cars which match those in the Amber Alert database. See Att. B.

I write again under FOIA to clarify that we are interested in documents as relate to that program and to request that you provide the following documents:

1. Documents sufficient to show whether Hanover Park's Red Light Cameras have, or have had, ALPR technology installed; *Document ATTACHED*
2. Documents sufficient to show whether Hanover Park has used ALPR technology, either installed in Red Light Cameras or in any other cameras, to search for cars which are on an "Amber Alert" list. *No Documents*
3. If Hanover Park has or had red light cameras with ALPR technology, or uses or has used ALPR technology in relation to Amber Alerts, please provide the information requested in my July 30, 2012 FOIA request (Att. A) as it relates to those programs. *See Attachment A*

¹ ALPR technology is also sometimes referred to as Automatic Vehicle Identification, Car Plate Recognition, or License Plate Recognition technology. This records request uses ALPR in reference to any technology which is described by these terms or is substantially similar to the technology so described.



Please send the requested materials to:

Karen Sheley
Roger Baldwin Foundation of ACLU, Inc.
180 N. Michigan Avenue
Suite 2300
Chicago, Illinois 60601-1287

As you know, the Illinois FOIA requires that you make available for inspection and copying all public records, except certain exempt records, within five working days of receipt of a written request.

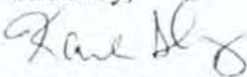
If you determine that portions of the requested records are exempt from the Act, we expect that you will delete such exempted material and send copies of the remaining non-exempt material within five working days. Also, if all or any part of this request is denied, please provide in writing the specific exemption(s) under the Act on which you rely to withhold the records.

We are prepared to pay reasonable copying costs for reproducing the requested materials, but request that you waive any such fees under the provision of FOIA that authorizes you to waive copying fees when release of requested information is "in the public interest." In compliance with section 6(b) of the amended FOIA, I represent to you that the documents are sought to determine information concerning the legal rights of the general public and this request is not for the purpose of personal or commercial benefit. Accordingly, a waiver of fees is in the public interest as defined by section 6(b).

If you deny the request for waiver, please notify me before compiling records for which the copying charge will exceed \$50.00 so that we can discuss narrowing the request to cover only the information I seek.

Please contact me at 312/201-9740 ext. 325, or via email at ksheley@aclu-il.org, if you have any questions regarding this request. Thank you for your prompt attention.

Sincerely,



Karen Sheley
Staff Attorney

cc: Village of Hanover Park
Attn: Freedom of Information Officer
2121 West Lake Street
Hanover Park, IL 60133
Email: javilez@hpil.org

THE
ROGER
BALDWIN
FOUNDATION
OF ACLU
INC.

SUITE 2300
152 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601-1287
(312) 201-9760
FAX (312) 201-9760
WWW.ACLU-IL.ORG



July 30, 2012

VIA CERTIFIED U.S. MAIL

Hanover Park Police Department
Attn: Freedom of Information Officer
2121 West Lake Street
Hanover Park, IL 60133

Re: FOIA request regarding police department deployment of Automatic License Plate Reader ("ALPR") technology

Dear Freedom of Information Officer:

We write to seek information about Automatic License Plate Reader ("ALPR") technology pursuant to the Freedom of Information Act ("FOIA"). 5 ILCS 140/1 *et seq.* ALPR technology is also sometimes referred to as Automatic Vehicle Identification, Car Plate Recognition, or License Plate Recognition technology. This records request uses ALPR in reference to any technology which is described by these terms or is substantially similar to the technology so described.

The time period for the request is from January 1, 2006 until the time of the production of the information.

Specifically, we seek the following records¹:

1. All records regarding your policies, practices, and procedures relating to ALPR technology, including but not limited to:
 - a. Your agency's policies, practices and procedures for procuring and using ALPR technology;

POLICY 367T ATTACHED

¹ The term "records" as used herein includes, but is not limited to, all documents or communications of any kind preserved in electronic or written form, including but not limited to, correspondence, documents, data, videotapes, audiotapes, faxes, files, guidance, guidelines, evaluations, instructions, analyses, memoranda, agreements, notes, orders, policies, procedures, protocols, reports, audits, studies, inquiries, examinations, inspections, investigations, probes, surveys, rules, technical manuals, technical specifications, training manuals, and/or computer files and databases.

- b. Your agency's policies, practices and procedures for storing, accessing and sharing data obtained through ALPR technology. *None exist we do NOT store or share.*
2. All records regarding the procurement of ALPR technology, including but not limited to:
- SEE ATTACHED*
- a. sources of funds used to pay for ALPR technology;
 - b. invoices for the purchase of ALPR technology;
 - c. local government approval for any ALPR purchase;
 - d. interactions with vendors, suppliers and potential suppliers of ALPR technology, including materials and fact sheets supplied by vendors describing their products.
3. All records regarding the use of ALPR technology, including but not limited to:
- a. what types of data are obtained by the use of ALPR technology; *NONE*
 - b. number of license plates scanned and/or read for each month in the time period; *NONE*
 - 3* c. number of ALPR units or systems acquired;
 - 3* d. number of ALPR units or systems which are actively deployed;
 - Red Light Camera* e. method and location of that deployment for each unit or system actively deployed (e.g. mobile vehicle, street location of red light camera, etc.);
 - f. technical capabilities of the ALPR units; *- NO RECORDS*
 - g. number of "hits" (alerts provided by the ALPR system that it has scanned a license plate flagged for surveillance by your department or a cooperating document) which have occurred since your implementation of ALPR technology; *NONE*
 - h. categorization of all "hits" by reason vehicle was flagged for surveillance (e.g. unpaid parking tickets; outstanding warrant; etc.). *NONE*
4. All records regarding the storage of data obtained using ALPR technology, including but not limited to:
- a. what types of data are stored for any period longer than an hour;
 - b. how long data is stored;
 - c. when data must be discarded;
 - d. how many individual license plate scan records your agency currently stores. *NO RECORDS*
5. All records regarding access to ALPR data, including but not limited to:
- a. the legal justification required before an individual accesses ALPR data;
 - b. purposes for which the data may be accessed;
 - c. purposes for which the data may *not* be accessed;
 - d. who may access the data, what procedures they must go through to obtain access, and who must authorize access;
 - e. the existence or non-existence of a system that records who accesses the data and when the data is accessed. *NO RECORDS*

6. All records regarding the sharing of data obtained through ALPR technology, including but not limited to:

- a. what type of data is shared; *- none*
- b. which databases your agency puts collected ALPR data into; *- none*
- c. third parties, governmental or private, that may access your agency's ALPR data, including what procedures third parties must go through in order to access the data and any restrictions placed on third parties regarding further sharing of your ALPR data; *- none*
- d. any agreements to share ALPR data with outside agencies, corporations or other entities. *- none*

7. All records regarding the methods by which department obtains ALPR data, either obtained through ALPR technology or for the purpose of use by ALPR technology, from third parties, including a but not limited to a list of which databases your agency can access. *none*

8. All training materials used to instruct members of your agency in ALPR deployment, data management, or operation of automated records systems that contain ALPR data to which any member of your agency has access, including regional or shared ALPR databases. *See Attached*

Please send the requested materials to:

Karen Sheley
Roger Baldwin Foundation of ACLU, Inc.
180 N. Michigan Avenue
Suite 2300
Chicago, Illinois 60601-1287

As you know, the Illinois FOIA requires that you make available for inspection and copying all public records, except certain exempt records, within five working days of receipt of a written request.

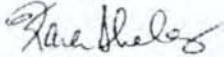
If you determine that portions of the requested records are exempt from the Act, we expect that you will delete such exempted material and send copies of the remaining non-exempt material within five working days. Also, if all or any part of this request is denied, please provide in writing the specific exemption(s) under the Act on which you rely to withhold the records.

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Please contact me at 312/201-9740 ext. 325, or via email at ksheley@aclu-il.org, if you have any questions regarding this request. Thank you for your prompt attention.

Sincerely,



Karen Sheley
Staff Attorney

cc: Village of Hanover Park
Attn: Freedom of Information Officer
2121 West Lake Street
Hanover Park, IL 60133
Fax: 630-372-4215

GATSO USA INTRODUCES INDUSTRY'S FIRST AMBER ALERT PHOTO ENFORCEMENT
Camera — Helping Police Stop Child Abductions

Camera's AMBER Alert Feature Can Drastically Increase Chances of Locating Abducted Children During Crucial First Minutes of Search

BEVERLY, MA—(Marketwire – November 24, 2008) – Gatso USA, a leading photo enforcement systems provider, announced today that after one year of development, testing and customer evaluation, its flagship GS11 red light and speed camera now carries an AMBER Alert feature that can help ensure the safety of abducted children by decreasing law enforcement's response time in locating suspected criminals. The AMBER Alert Program is a voluntary partnership between law enforcement, broadcasters, and transportation agencies to activate an urgent bulletin in the most serious child-abduction cases.

The camera's AMBER Alert feature enables police departments to search in real time for wanted or suspect vehicles at intersections or locations within a city's network of compatible red light or speed photo enforcement cameras. When a suspect vehicle passes a camera location, the camera immediately reports the information back to the police department.

In a recent evaluation of Gatso USA's GS11 AMBER Alert capability conducted in a south suburb of Chicago, Deputy Chief David DeMarco of the Oak Forest Police Department, the chief coordinator of the evaluation, stated, "I was amazed. Within 20 seconds of passing a camera location, we were notified in the field with a message and a photo that my car was detected at the camera location when the AMBER Alert feature was activated. It's a priceless tool for law enforcement when looking for a suspect vehicle involved in an abduction or serious crime. We consider the evaluation to be highly successful."

The evaluation was coordinated after the city of Oak Forest installed several of Gatso's GS11 red light photo enforcement solutions for designated intersections within the city. The city of Oak Forest conducted an extensive evaluation of five red light camera photo enforcement solutions and selected Gatso based on product performance as well as the beneficial cost structure provided, which does not require any capital expenditure from the City or the police department.

"We are excited about the value that our AMBER Alert capability provides to law enforcement in helping to save children's lives by immediately locating a suspect vehicle involved in child abductions and other serious crimes," said Andrew Noble, President of Gatso USA.

Nearby cities of Hanover Park and Streamwood, Illinois will also have their Gatso red light cameras enabled with the AMBER Alert feature, linking the two cities for a broader detection area.

About Gatso

For more than 50 years Gatso has been providing world-class photo enforcement systems to law enforcement and transportation agencies at the federal, state and local levels. Spanning 60 countries and 45,000 camera installations, Gatso continues to be the pioneer in leading edge traffic enforcement systems. Earning vast government technical approvals, globally, Gatso has set the standard in the US market by providing the first digital traffic camera to the market in 1998 through to introducing unprecedented AMBER Alert capabilities in 2008.

Gatso USA is headquartered in Beverly, Massachusetts with offices in Arizona, Florida, Illinois and Ohio. For additional information please visit our website www.gatso-usa.com.

**EXHIBIT
B**

**POLICE DEPARTMENT
HANOVER PARK, ILLINOIS**



DIRECTIVE: 367-T

REFERENCE STANDARDS:

SUBJECT: Automated Traffic Law Enforcement System

POLICY: It is the policy of the Hanover Park Police Department to utilize the Automated Traffic Law Enforcement System for the purpose of increasing compliance with traffic lights thereby reducing motor vehicle collisions at intersections.

PURPOSE: The purpose of this order is to establish departmental guidelines for utilizing the Automated Traffic Law Enforcement System.

- I. **DEFINITIONS.** The following words, terms and phrases, when used in this directive, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- A. Automated Traffic Law Enforcement System. A device within the Village with one or more motor vehicle sensors working in conjunction with a red light signal to produce recorded images of motor vehicles entering an intersection against a steady or flashing red signal indication in violation of Section 11-306 of the Illinois Vehicle Code (IVC), 625 ILCS 5/11-306, or similar violation of the Hanover Park Municipal Code (HPMC).
 - B. Disregarding a Traffic Control Device. Failure to stop and remain stopped before an intersection that is controlled by a red signal as provided for in section 11-306 of the IVC or a similar violation of HPMC.
 - C. No Turn on Red. Failure to stop and remain stopped, and not proceeding to turn right at, an intersection controlled by both a sign indicating "No turn on red," or other similar language, and a red signal as provided for in section 11-306 of the IVC or HPMC.
 - D. Recorded Images. Images produced by the automated traffic law enforcement system, which consist of either two or more photographs; two or more microphotographs; two or more electronic images; or, a video recording showing the motor vehicle and, on at least one image or portion of the recording, clearly identifying the registration plate number of the motor vehicle.
 - E. Traffic Compliance Administrator. The Strategic Enforcement and Prevention section supervisor assigned as having traffic responsibilities, or other sworn officer appointed by

POLICE OPERATIONS MANUAL

Dir.#: 367-T

Issued: 06/03/2009

Eff: 11/30/2010

Rev:

VILLAGE OF HANOVER PARK

Rescinds:

Auth:

the chief of police who shall have the authority and responsibility for the management of the Automated Traffic Law Enforcement System.

- F. Vendor. For purposes of this directive, the term vendor shall apply to the company or corporation who holds a valid contract to provide Automated Traffic Law Enforcement services to the Village of Hanover Park

II. NOTICE OF VIOLATION. When the automated traffic law enforcement system records a motor vehicle entering an intersection in violation of HPMC section 62-19-002:

- A. The vendor shall issue a written notice of violation to the registered owner or lessee of the vehicle, which shall be delivered by first class mail, postage prepaid.

1. This written notice shall be delivered within 30 days after the Illinois Secretary of State notifies the village of the identity of the registered owner or lessee of the vehicle.
2. The village shall only be required to notify a lessee if the leasing company/lessor provides the lessee's name by an affidavit and a copy of the lease within 60 days of the notice's issuance. If the driver information is not provided within 60 days, the leasing company/lessor may be found liable.
3. If any notice to an address is returned as undeliverable, a second notice shall be sent to the last known address recorded in a United States Post Office approved database of the owner or lessee of the cited vehicle. The second notice shall be made by first class mail postage prepaid.
4. 2nd Notice of Determination of Liability will be issued 21 days after 1st Notice.
5. Notice of Final Determination will be issued 14 days after 2nd Notice
6. Each notice of violation shall constitute evidence of the facts contained in the notice and is admissible in any proceeding alleging a violation of the above-noted statutory and local provisions and shall be prima facie evidence of a violation, subject to rebuttal on the basis of the defenses established in this article.

- B. A notice of violation associated with an automated traffic law violation shall require a review of the associated recorded image by the traffic compliance administrator or other authorized review personnel, who shall inspect the image and determine whether the motor vehicle was being operated in violation HPMC section 62-19-002, or whether one of the defenses enumerated in HPMC section 62-19-004 is visibly applicable upon inspection.

1. Upon determination that the recorded image captures a violation and that no defense applies, the notice of violation shall be served upon the registered vehicle owner in the manner provided for above.
2. The vendor shall retain a copy of all violation notices, recorded images and other correspondence mailed to the owner of the vehicle.
3. Each notice of violation shall constitute evidence of the facts contained in the notice and is admissible in any proceeding alleging a violation of the above-noted statutory and local provisions and shall be prima facie evidence of a violation, subject to rebuttal on the basis of the defenses established in this article.
4. The notice of violation shall include the following information:
 - a. The name and address of the registered owner or lessee of the vehicle, as indicated by the records of the Secretary of State, or, if such information is outdated or unattainable, then the last known address recorded in a United States Post Office approved database;
 - b. The registration number of the motor vehicle involved in the violation;
 - c. The violation charged with specific references to the section allegedly violated;
 - d. The location where the violation occurred;
 - e. The date and time of the violation;
 - f. A copy of the recorded images;
 - g. The amount of the civil penalty and the date by which the penalty should be paid (21 days from the date of issuance), if a hearing is not requested, and a statement that the payment of the fine shall operate as a final disposition of the violation;
 - h. A statement that a failure to pay the civil penalty by the date noted may result in an additional late fee being assessed against the owner or lessee;
 - i. The amount of the late fee;
 - j. A statement that the failure to pay by the date specified will result in a final determination of liability and may result in the suspension of driving privileges for the registered owner of the vehicle;
 - k. A statement that the recorded images constitute prima facie evidence of a violation;
 - l. A statement that the person may elect to proceed by paying the fine or challenging the charge in an administrative hearing; and
 - m. A statement of how an administrative hearing may be requested.

III. DEFENSES. The following shall be the only defenses available for an alleged violator contesting liability for a violation of a red light signal, which shall be weighed by the hearing office and shall only rebut the prima facie case established by the notice of violation insofar as one or more of the following defenses are established by a preponderance of the evidence:

- A. The motor vehicle and/or registration plates were stolen before the violation occurred and were not under the exclusive control of or in the possession of the owner at the time of the red light signal violation, which defense may be demonstrated through the submission of a certified copy of a report concerning the stolen motor vehicle or registration plates filed with a law enforcement agency prior to the time of the alleged violation;
 - B. The driver of the vehicle passed through the intersection in spite of a red light either to yield the right-of-way to an emergency vehicle, or as part of a funeral procession; and
 - C. The driver of the vehicle passed through the intersection in spite of a red light at the direction of a police officer acting within the scope of his/her duties; or
 - D. The operator of the vehicle received a Uniform Traffic Violation from a police officer, which citation is determined to be a moving violation reportable to the Illinois Secretary of State.
- IV. HEARING. The owner of a violation vehicle may request a hearing by the respond-by date on the notice of violation to challenge the evidence or set forth an applicable defense.
- A. The Police Department shall provide a police officer as required to present photo enforcement cases to the hearing officer.
 - B. The vendor shall store and maintain all notice of civil violation evidence. The still images, video and accompanying data evidence shall be made available to the Police Department for review and use in court.
 - C. The owner's failure to appear at the hearing will result in a finding of liability. In the event of a failure to appear, a "Findings, Decision, and Order" letter will be sent to the owner.
 - D. The owner's failure to pay the amount by the date specified in that letter will result in a final determination.
- V. NONRESIDENT. Where the registered owner or lessee of the cited vehicle is not a resident of the village but seeks to contest the merits of the alleged violation:
- A. Such person may contest the charges using the same available defenses as stated above, but rather than attend the administrative hearing, they may submit any and all documentary evidence to the traffic compliance administrator no later than the hearing date, together with a written statement reflecting that they are nonresidents of the village.
 - B. The traffic compliance administrator shall forward all timely-submitted materials to the hearing officer for review and determination.

VI. POLICE PROCEDURES

A. Operating Procedure

1. Video *monitoring* at the intersection is continuous; video *recording* only occurs when there is a violation.
2. A violation is defined as a vehicle that is behind the stop line when the traffic light changes to red and the vehicle continues to travel through the intersection under red. The reference point of the vehicle will be the front tires regarding whether or not it was behind the stop line when the light changed to red.
3. Once a violation occurs, technicians from the vendor will review the images and video to confirm the violation and obtain the registered owner / vehicle information from the Illinois Secretary of State.
4. The violation package (images and video) is then electronically forwarded to the Hanover Park Police Department for a final review to confirm the violation and that the registered vehicle information provided by the vendor matches the violation vehicle that is pictured in the violation package.
5. Once the violation and registered vehicle information is confirmed by the Hanover Park Police Department, the vendor, will mail a notice of civil violation to the registered owner of the violation vehicle as reported by the Illinois Secretary of State.

B. Department Review Process

1. The Strategic Enforcement and Prevention section supervisor assigned as having traffic responsibilities shall serve as the traffic compliance administrator.
2. Other Authorized Review Personnel shall be:
 - a. Deputy Chief of Operations
 - b. Patrol Lieutenant
 - c. Patrol Sergeants
 - d. Traffic Unit Officers
 - e. Other Designated Officers
3. Authorized Review Personnel shall be assigned as the primary reviewing officer(s). Violations shall be reviewed on a daily basis.
4. All confirmed violations with valid registration information shall be approved and electronically forwarded back to the vendor for processing as a notice of civil

violation.

5. The traffic compliance administrator shall perform periodic checks of reviewing staff to ensure compliance with this directive.

C. Exempt Violation Vehicles

1. Violation vehicles moving through the intersection to avoid or clear the way for an emergency vehicle.
2. The violation vehicle is participating in a funeral procession, if the vehicle is granted the right of way by opposing traffic.
3. The violation vehicle proceeded into the intersection pursuant to the direction of an authorized traffic control official manually directing traffic at the intersection.
4. If the reviewing officer determines the violation vehicles license plate or traffic light is unclear as depicted in the video. Note: Violation vehicles towing trailers (i.e. boats) that are not citable due to an obstructed plate shall be sent to the Hanover Park Police Department for further research and possible citing.
5. The violation vehicle was stolen at the time of the violation.
6. The registration information provided by the vendor does not match the violation vehicle depicted in the video.
7. The violation vehicle was forced into the intersection as a result of a collision or to avoid a collision.
8. Emergency vehicles not making use of a visual signal shall not automatically be presumed to be exempt.
 - a. Violations by emergency vehicles owned by the Village of Hanover Park will not be issued a violation. The Department Head of the village department operating the emergency vehicle shall be notified of the violation for the purpose of determining if the emergency vehicle was being operated in a manner that constitutes an exemption pursuant to 625 ILCS 5/11-205 and taking necessary corrective action if a violation occurred.
 - b. Violations by emergency vehicles not owned by the village of Hanover Park will be issued a violation. The violation will be cancelled upon receipt of official notice from the vehicle owner to the Traffic Compliance Administrator that the vehicle is an authorized emergency vehicle and was being operated in a manner that constitutes an exemption pursuant to 625 ILCS 5/11-205
9. The Deputy Chief of Operations shall be the final authority in determining

"Exempt Violation Vehicles".

D. Scheduled Hearings

1. Registered owners shall have the option to make a request for a hearing. The vendor shall schedule the hearing with dates provided from the municipality. Municipal personnel shall have access to the hearing schedule report.
2. The vendor shall maintain all notice of civil violation evidence. The evidence package (images and specific violation videos) will be available via computer at the Hanover Park Police Department for review and use in court.
3. The authority to cancel a hearing rests in the office of the Chief of Police. Should a hearing be cancelled the vendor will be notified by the Traffic Compliance Administrator. The reason for the cancellation shall be conveyed to the vendor and the vendor will send notices of the new hearing date assigned to those previously scheduled.

E. Routine Red Light Enforcement at Automated Traffic Law Enforcement System Equipped Intersections

1. Officers shall refrain from routine red light enforcement at these intersections or notify Traffic Compliance Administrator in the case that a Uniformed Traffic Citation was issued.
2. In the event a motor vehicle collision occurs within an Automated Traffic Law Enforcement System Equipped Intersection, the officer shall handle the collision as usual, issuing the appropriate Uniform Traffic Citation which shall override any notice of civil violation. The reporting officer shall notify the vendor to see if additional information can be obtained.
3. The officer issuing the Uniform Traffic Citation shall make entry into the "Red Light Camera" intersection enforcement log and e-mail the Traffic Compliance Administrator of the citation. The Traffic Compliance Administrator in turn will verify the information and notify the vendor.

F. Activation of Amber Alert

1. The automated traffic law enforcement system may be diverted to the Amber Alert function under the following circumstances
 - a. Forcible felonies
 - b. Amber Alert Notifications
 - c. Any other circumstance where it has been determined that immediate activation is required by a supervisor or designated officer during an initial investigation period where immediate activation may be of assistance in solving a serious crime where the possibility of death or

great bodily harm exists.

2. In the event of an Amber Alert or an activation of the Amber Alert function all "Red Light Camera" intersections will be taken off of enforcement mode and placed into full video. The Streamwood Police Department shall be contacted and a request shall be made to their on-duty supervisor to do the same for their "Red Light Camera" intersections. The activation will be evaluated every thirty minutes by the on-duty supervisors of these respective departments. Unless directed to do so the system will automatically return to enforcement mode every thirty minutes.
3. Activation of the Amber Alert through the "Red Light Camera" system is accomplished in the Amber Alert Control Panel. Required information shall be entered and a choice of archived or live stream video must be chosen. In order to receive information from the system an e-mail address must be entered to be notified. The on-duty supervisor may choose to input their village assigned e-mail address or the assigned village e-mail address of one of the on-duty clerks who will monitor this. Should the clerk be assigned they will be responsible for notifying the on-duty supervisor of any updates received through e-mail.
4. Once a decision has been made that there is no longer a need to have the Amber Alert function activated the system shall be put back into enforcement mode manually should this occur prior to the system doing so automatically.

VII. REPORTING REQUIREMENTS

- A. The Strategic Enforcement and Prevention section supervisor assigned as having traffic responsibilities shall complete a monthly report summarizing the automated traffic law enforcement activity. The report will contain the below listed information.
 1. All violations provided by the vendor for the Department to review to include the total number for the month, the daily average for the month, and the year to date totals including the present month's report.
 2. The violations that are provided by the vendor to the Department that the violation is for right turn on red. This section will also include the total number for the month, the daily average for the month, and the year to date totals including the present month's report.
 3. All violations approved by the Department to include the total number for the month, the daily average for the month, and the year to date totals including the present month's report.
 4. The collection rate to include the total number of citations issued for the month and year to date, the total citations paid for the month and year to date, and the

collection rate for the month and the year to date figure.

5. Administrative hearing information to include the total number of hearing requested for the month and year to date, the total number of people who appeared at the hearings for the month and year to date, the total number of people who submitted appearance by mail for the month and year to date, and the total number of people found liable at the hearing for the month and year to date.
 6. Amber Alert information to include the total number of Amber Alerts each month, and total amount of time the cameras were on Amber Alert, and the location that the Amber Alert was activated.
 7. Traffic crash information to include the number of traffic crashes in each protected intersection each month, the number of traffic crashes in each protected intersection for the previous year, the number of traffic crashes in each protected intersection year to date, and the number of traffic crashes in each protected intersection from the previous year.
 8. A summary of issues related to the automated traffic law enforcement program to include functionality issues, training of personnel, updates or revisions in software, and incidents where the system was used to resolve a significant event such as identifying an offender in an investigation, etc.
- B. The Strategic Enforcement and Prevention section supervisor assigned as having traffic responsibilities shall complete an annual report summarizing each of the statistical categories identified in the monthly report. The commentary section of the annual report will be used to summarize the major issues related to the automated traffic law enforcement program during the year.
- C. Each monthly report and each annual report will be submitted to the Deputy Chief of Support Services. The Deputy Chief of Support Services will review and approve the reports, and then forward them to the Chief of Police.
- D. The Strategic Enforcement and Prevention section supervisor assigned as having traffic responsibilities shall complete and submit an Evaluation Report to the Illinois Department of Transportation one year after the installation of a Red Light Running, (RLR) Camera System, and then every three years thereafter. The Evaluation Report shall include the following:
1. Intersection location(s).
 2. Date of implementation.
 3. RLR camera system manufacturer and contractor name.
 4. Crash data specific to the RLR location(s) for the three year period prior to and

for the period post RLR camera installation.

5. An analysis of the crash data, including a summary of any increase in crash types.
6. Signal timing and other settings before and after the RLR camera installation.
7. Traffic volumes before and after the RLR camera system installation.
8. Recommendations to further reduce red light violations and severe crashes, and to improve the operations of the intersection(s).
9. Summary of adjudication experience and the results.

POLICE DEPARTMENT HANOVER PARK, ILLINOIS



DIRECTIVE: 201-P

REFERENCE STANDARDS: 41.2.6, 41.2.7

SUBJECT: Missing Persons

POLICY: The Hanover Park Police Department will conduct prompt and thorough investigations on all missing person reports, including missing or unidentified children. A procedure for handling adult and juvenile missing person cases is provided as a guide for investigative efforts. The urgency presented by critically missing or at risk persons will be given appropriate operational and investigative response. (41.2.6-g, 41.2.7-a)

DEFINITIONS:

MISSING - Any reported missing person.

CRITICAL MISSING - Any reported missing person who is missing and foul play may be a factor.

AT RISK PERSONS - Any person who is physically disabled, mentally ill (e.g. schizophrenic), mentally challenged (e.g. developmental disability), memory impaired (e.g. Alzheimer's, dementia), has a serious or potentially life-threatening medical condition (e.g. Diabetes), or who poses a risk to themselves or others (e.g. suicidal or homicidal).

LOCK-OUTS/NEGLECT - are juveniles who (1) have been told to leave the household (2) the child has been away and the caretaker/parent refuses to let them back, (3) the child has run away and the caretaker/parent has made no effort to recover the child, (4) the child has been abandoned or deserted.

AMBER ALERT PLAN - Establishes a coordinated system for Illinois law enforcement agencies to utilize the Illinois Emergency Management Agency (IEMA) Emergency Alert System (EAS) in voluntary cooperation by broadcasters to quickly inform the public about an abducted child and the available facts regarding the alleged abductor. The EAS is directly linked to radio and television stations in Illinois. We may activate the alert by contacting the Illinois State Police when a child is abducted who is under 16 years of age or has a proven mental or physical disability and is believed to be in danger of serious bodily harm or death.

I. PROCEDURE

POLICE OPERATIONS MANUAL

Dir.#: 201-P

Issued: 02/25/2000

Eff: 07/07/2000

Rev: 03/12/2007

VILLAGE OF HANOVER PARK

Rescinds: 203-I

Auth:

- A. The responsibilities of the DuComm call taker will be to obtain the following information from the complainant: (41.2.7-e)
1. Obtain location of the incident and verify it.
 2. Obtain complainant information.
 3. Determine who is missing (in relation to the caller).
 4. How old is the missing person (small child, endangered adult).
 5. How long have they been gone.
 6. Gather subject description.
 7. Was the subject on foot or in a car. (obtain vehicle description if applicable.).
 8. Obtain last known location.
 9. Any idea of where the subject would have gone.
- B. The taking of and the preliminary investigation of missing person's reports are normally performed by the uniformed police officers. In all cases, the on-duty supervisor will be immediately notified of the circumstances (41.2.7-b). The Investigative Bureau performs follow up investigations. (41.2.7-e)
- C. When contacting the reporting party, an employee shall obtain the following information: (41.2.6-a)
1. Physical description, date, time, and location last seen.
 2. Work and home telephone numbers of the reporting person.
 3. Information about circumstances of disappearance, especially any unusual circumstances that might indicate the person was abducted or is otherwise in risk of harm.
 4. Identity and phone number of associates, friends, relatives, and others who might have information about the whereabouts of the person.
 5. Information about any steps that have already been taken by the reporting party or others to locate the missing person.
 6. Any information about where the missing person might have gone, or places that the missing person frequents.

7. Any information about any possible physical disability, mental illness, developmental disability, memory impairment, serious or potentially life-threatening medical condition, or dangerous to self or others.
 8. Any past history of voluntary disappearance or lock-out circumstances.
 9. Officer will ask and observe for signs of involuntary abduction (signs of struggle, disarray, abandoned purses- etc.)
 10. Patrol supervisors will coordinate volunteers, if required, at scene after liaison with criminal follow-up investigators (41.2.7-c).
- D. Complete the personal information and description of the missing person, to include the following information needed for NCIC/LEADS entry:
1. Complete name
 2. Date of birth.
 3. Social Security, operator's license, and other identifying numbers.
 4. Complete physical description including scars, marks, tattoos, braces, etc.
 5. Description of vehicle, if involved.
 6. Clothing description, including earrings and other jewelry worn.
 7. Recent photograph, if available.

II. INVESTIGATIVE ACTIONS

- A. An immediate follow-up investigation should be initiated in any juvenile or adult case involving extenuating circumstances.
- B. The Investigation Bureau will be responsible for the follow-up investigation on all missing persons, including runaways. (41.2.7-e)
- C. The reporting person should be re-contacted periodically during the course of the follow-up investigation. (41.2.6-d)
- D. When a child under the age of 12 or an individual with special needs has been reported missing, and is not located within a reasonable amount of time, (e.g. or prior to nightfall), the employee shall contact a supervisor who will arrange for additional assistance in searching and conducting follow-up (41.2.7-b), (41.2.7-e)

- E. In any case where it appears that the person may be at risk or critically missing, supervisors may contact the news media and request broadcast of critical information about the missing person. (i.e. Missing Child) (41.2.7-e)
- F. In critical missing cases, the Investigations Bureau will also conduct the investigation as a crime scene and will utilize normal investigative strategies. (41.2.6-g)
- G. Investigators will contact intelligence sources and assistance agencies (i.e. Crime Analysis, National Center for Missing and Exploited Children, informant contacts) (41.2.7-c).

III. NCIC/LEADS ENTRY AND RADIO BROADCASTS (41.2.6-b)

- A. The preliminary investigating employee shall initiate an NCIC/LEADS entry and ensure a broadcast is made as soon as possible, via police radio, on any missing persons who are missing when extenuating circumstances exist, such as: (41.2.7-e)
 - 1. There is reason to believe the person is missing involuntarily.
 - 2. The missing person is believed to be a danger to himself.
 - 3. The person is believed to be ill, injured, physically disabled, mentally ill, memory impaired, or mentally challenged.
 - 4. The person is believed to be in danger of physical harm.
- B. After obtaining the necessary information, the reporting employee shall immediately respond to the station and ensure that the Records/Communications clerk enters the missing person into the NCIC/LEADS system. (41.2.7-e)
- C. It is the responsibility of the Records/Communications clerk to make entry of the missing persons report into the system. (41.2.6-c).

IV. REPORTS

- A. Missing person cases require a minimum of a missing person report. Other reports, such as supplementary reports, may be necessary depending on the circumstances.
- B. Officers shall document all follow-up investigation with appropriate reports.
- C. Whenever a missing person has been located or returned, it is the responsibility of the employee receiving the information to complete a Supplemental report documenting the return of the missing person and notify the Records/Communications clerk for cancellation of the person in the NCIC/LEADS system. (41.2.6-c)
- D. Dissemination of collected information (41.2.6-b)

1. Employees taking the initial Missing Person report will be responsible to forward the report to the NCIC/LEADS operator as in Section IV.B.
2. The original Missing Person Report will be placed in the "in box" in the Records division for supervisor approval.
3. The Records personnel will then be responsible for forwarding copies to the Investigative Bureau and Social Service unit.
4. Records personnel will also place the missing person information on the Daily Bulletin.

V. LOCATED RUNAWAYS - OTHER JURISDICTIONS

- A. All located runaways from other jurisdictions as well as runaways who are refusing to return to their residence should be brought to the Police Department.
- B. The originating agency will be contacted and determine the course of action to follow for the return of the runaway.
- C. Runaways refusing to return to their residence will be handled according to existing procedure involving the Illinois Juvenile Court Act.
 1. Social Service intervention, ie: The Bridge, DCFS, etc.

VI. (AMBER) ALERT NOTIFICATION PLAN (41.2.7-d)

- A. The AMBER Alert will be activated when the shift supervisor has confirmed that an abduction has taken place and verified the following two criteria have been met:
 1. The child must be under the age of 16 or has a proven mental or physical disability,
 2. You must believe the child is in danger of serious harm or death.
- B. The AMBER Alert Activation Plan
 1. The AMBER Facsimile Transmission Packet, Appendix A, will be completed.
 2. A current photograph of the abducted child will be submitted with the packet, either by FAX or e-mailed to missing@isp.state.il.us after being scanned.
 3. The Shift Supervisor will contact the Illinois State Police Springfield Area Communications (ISP SAC) at 1-217-786-6677 and confirm that the packet has been received.

- C. ISP SAC will disseminate the information over ISPERN and will send a copy of the packet to the Illinois Emergency Management Agency (IEMA). IEMA will contact all broadcast companies and release the information and the photograph.
- D. The broadcasting companies will rebroadcast the alert at a minimum of every 30 minutes for at least four hours (not to exceed eight hours) after the notification was received. The decision to continue to rebroadcast after eight hours will be up to the individual broadcasting station.
- E. If the child is located or the case is closed within eight hours of the AMBER activation, the Cancellation Form will be completed and submitted to ISP SAC who will notify IEMA. IEMA will then notify the broadcasting companies.
- F. After eight hours of the abduction, any updates/cancellations should be made directly to the Illinois State Clearinghouse for Missing and Exploited Children Manager, 1-800-843-5763.

V. A CHILD IS MISSING (ACIM) ALERT PROGRAM (41.2.7d)

- A. A Child is Missing (ACIM) sends a recorded message to numerous phone numbers in the area of a missing person who is a child, elderly, and/or disabled. ACIM is activated by calling their toll-free number 1-888-875-2246. ACIM can be used by the Hanover Park Police Department in any case where it would benefit the investigation.
- B. When contacted, ACIM takes all pertinent information, including but not limited to:
 - 1. Name of law enforcement agency
 - 2. City, county and state of agency
 - 3. Name of person missing
 - 4. Date of Birth
 - 5. Gender
 - 6. Nationality
 - 7. Height and Weight
 - 8. Hair and Eye color
 - 9. Clothing description
 - 10. Any scars or other physical characteristics
 - 11. Any medical/psychological conditions to be aware of
 - 12. Home address including zip code
 - 13. Location last seen with zip code if different than residence
 - 14. Police department phone number for the public to call to report information
 - 15. Case # or Reference # assigned to the case
 - 16. If there is water or wooded areas in the vicinity
 - 17. Have friends and family been contacted
 - 18. Has the person gone missing before
 - 19. Is there foul play, kidnapping or parental abduction suspected

- 20. If the missing is a child, is the agency aware of any sexual predators within 1 mile of the last seen address
 - 21. A Child Is Missing also requests a cell or beeper number to reach the officer on the scene for additional information.
- C. ACIM then makes a recorded message with the information that has been supplied.
 - D. The location last seen is entered into the computer and a database of phone numbers of the residents/businesses is gathered. The message is then sent out to the community.
 - E. When a child is reported missing near water, the immediate area is canvassed with the message, then the search area is expanded if the child has not been found.
 - F. ACIM continues to work with the officer on the scene and/or the communications department until the missing person has been found.
 - G. After recovery, the agency calls ACIM to stop the search. ACIM then faxes a case follow-up form to the officer/agency to be filled out, documenting the conclusion of the case. The agency then faxes the form back to ACIM.

State of Illinois

AMBER ALERT

Notification Plan

(Public Act 92-0259)
FACSIMILE TRANSMISSION PACKET

Date: _____ Time: _____

To: Illinois Springfield Communications Center
Telephone #: _____
Facsimile #: _____

From: (Department) _____
(Contact) _____

Telephone #: _____ Facsimile #: _____

Subject: **ALERT**
CHILD ENDANGERMENT/ABDUCTION
EMERGENCY NOTIFICATION MESSAGE

OCA (LEADS/NCIC) Number: _____

PHOTOGRAPH OF THE CHILD SENT TO missing@isp.state.il.us **G Yes G Forthcoming**
The Illinois State Clearinghouse for Missing & Exploited Children manager will contact your agency to provide guidance in forwarding photographs and/or additional information pertaining to this abduction.

If you have any questions regarding this transmission, please call the sender at the telephone number listed above.

*This facsimile contains **CONFIDENTIAL INFORMATION** which may also be legally privileged and is intended only for the use of the individual or entity to which it is addressed. Unauthorized disclosure or dissemination may be prohibited by state and federal statutes. If you have received this communication in*
EMERGENCY NOTIFICATION MESSAGE CRITERIA

The child is under the age of 16 or has a proven mental or physical disability,
and

Police **must believe** the child is in danger of serious bodily harm or death.

ABDUCTION INFORMATION

Date Abducted: Time Abducted:
Location/Place of Abduction:
Direction of Travel/Destination:

Vehicle Description Make/Model Year Color Plate State of Issue:

Incident Details:

CHILD INFORMATION (Complete an additional page for each additional child abducted)

Last Name First Name MI:
Date of Birth or approximate age Sex Race:
Height Weight Hair Eyes:

Clothing Shirt Pants:

Shoes: Outerwear:
Additional Significant Identifiers:

ABDUCTOR INFORMATION (Complete an additional page for each additional abductor)

Last Name: First Name: MI:
Date of Birth or approximate age: Sex: Race:
Height: Weight: Hair: Eyes:

Clothing Shirt: Pants:

Shoes: Outerwear:
Additional Significant Identifiers:

LAW ENFORCEMENT CONTACT INFORMATION

Department: Contact Name: Phone #:

If the plan is activated in an environment of being "safe rather than sorry," public and police confidence in this plan will suffer. Although each

case has its own set of circumstances, police must follow the abduction criteria as closely as possible.

This process should not replace departmental policy/procedure on conducting follow-up investigation to include collecting photographs

of any missing or abducted child.

For ISP Use ONLY:

Clearinghouse notified G Yes G No DOT notified G Yes G No District 15 notified G Yes G No

Page 2 of 2

State of Illinois AMBER ALERT Notification Plan

(Public Act 92-0259)

FACSIMILE TRANSMISSION PACKET

Date: Time:

To: Illinois Springfield Communications Center

Telephone #: [REDACTED]

Facsimile #: [REDACTED]

From: (Department)

(Contact)

Telephone #: Facsimile #:

Subject: **CANCELLATION**
CHILD ENDANGERMENT/ABDUCTION
EMERGENCY NOTIFICATION MESSAGE

OCA (LEADS/NCIC) Number:

Name: DOB:

Reason for Cancellation:

If you have any questions regarding this transmission, please call the sender at the telephone number listed above.

Page 1 of 1

This facsimile contains CONFIDENTIAL INFORMATION which may also be legally privileged and is intended only for the use of the individual or entity to which it is addressed. Unauthorized disclosure or dissemination may be prohibited by state and federal statutes. If you have received this communication in

From: [Dossey, John](#)
To: [Avilez, Josefina](#)
Subject: FW: AMBER Alert / ACLU
Date: Thursday, September 13, 2012 2:03:13 PM
Attachments: [REDACTED]
[AMBER Alert \(Training Manual\).ppt](#)



John Dossey
Police Sergeant
Police Department | [Village of Hanover Park, IL](#)
2011 Lake Street, Hanover Park, IL 60133
Office: (630) 823-5511 | [REDACTED]
"A CALEA Nationally Accredited Agency"

One Village - One Future

From: Andrew Noble [REDACTED]
Sent: Thursday, September 13, 2012 8:19 AM
To: Dossey, John; Flakus, Rebekah
Cc: 'Rich Kosina'
Subject: AMBER Alert / ACLU

Good evening, Hanover Park.

In response to the recent enquiries from the ACLU to your City, we would like to offer the following comments and materials.

In the world of machine vision data capture commonly used in Automated License Plate Readers (ALPR) using Optical Character Recognition (OCR); the GATSO supplied AMBER Alert Capability is very simplistic and limited, in nature. The GATSO system was designed to detect ONE SPECIFIC vehicle for ONE SPECIFIC reason and cannot be used in the more commonly used, wholesale capture, where a camera system trawls thousands of license plates and cross references those plates against state/local/federal databases. The GATSO system cannot do this and the GATSO system is NOT connected to any databases of any kind.

The GATSO system gets its 'license plate of interest' information from one place only – the police departments' manual entry of a license plate into the GATSO back office processing software, using access granted to a qualified and trained officer of the Police Department. GATSO itself doesn't enter the license plate details and the cameras aren't connected to databases. They are solely instructed by your manual input of a SINGLE license plate. The text is subsection 1 below, is a narrative from GATSO marketing material, in this regard.

1) **AMBER Alert language contained in marketing material and RFP submittals issued from GATSO USA**

AMBER ALERT CAPABILITY

Red Light Traffic Camera Enforcement Systems have taken the next step with respect to protecting the public. The AMBER ALERT/SILVER ALERT feature is a no-cost embedded option. The GATSO AMBER Alert solution resides within our existing camera architecture. Unlike most vendors, there is absolutely no need for additional hardware or use of a secondary camera system from a third party provider.

How it Works:

Every function of the GTC-GS11 photo enforcement camera can be remotely configured. This feature allows the Automatic Number Plate Recognition (ANPR) Engine located inside the camera to search for one particular vehicle of interest that may be involved with a child abduction, a missing senior citizen, or in an act of violence or serious crime. Unlike other ANPR systems which get bogged down transferring data back and forth to an external computer, the GTC-GS11 handles all processing internally, resulting in super-fast response times in situations where seconds count. Quite simply, the customer logs onto the Violations Processing website and inputs the license plate information of a vehicle of interest. The central processing system then feeds that plate information to each camera in the customer's network. Each camera now "views" EVERY vehicle driving through an intersection, regardless of the light phase or speed of the vehicle. By entering a full or partial license plate number, the State of registration and then selecting the duration of time to maintain AMBER Alert mode, the reconfiguration is complete and all cameras are now looking for that license plate. Since the enforcement system is operating in real time, it's typical for the city to receive an alerting e-mail in just 15 to 25 seconds after the vehicle of interest passes the camera.

As the text above dictates, an email is sent directly from the camera to a the City's Police email system. This is the only record of the event. GATSO does not keep a copy of the camera emails and any copies of those emails would be within the Police Department email system, subject to the City's standard policy of email retention. The text in subsection 2 below, is the sole reference to the AMBER Alert capability as referenced in the contract between GATSO and the City.

2) AMBER Alert language contained in the contract between GATSO USA and the City

In addition to these fees, the Village will pay a charge of \$15 per camera for each hour that the camera is activated for Amber Alert, except that there is no charge for the first 30 minutes of Amber Alert Activation for each camera for the first five activations in any one month.

The use of the AMBER Alert system is at the sole discretion of the City; for whatever reason, at whatever time. Access to the AMBER Alert functions are restricted to authorized City personnel identified by the City at the time of initial program deployment or when appropriate, throughout the contract term. A copy of the three pages from the GATSO training manual given to officers in your City at the time of training, is included as an attachment to this email.

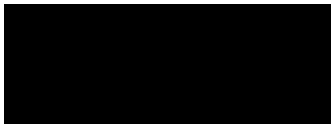
The description at the top of this email, the associated materials from the contract and the supplemental training materials are the full extent of the documents GATSO has on record for AMBER Alert with your City. Moreover, our belief is that the ACLU enquiry is directed to toward the wholesale trawling for plate identities offered by companies and solutions other than GATSO. The system we have deployed in your City is not capable of functions identified by the ACLU.

If you have any questions, comments or concerns; or believe we can provide other assistance to you at this time; then please do not hesitate to contact me directly on [REDACTED]

Thank you.

Regards,

Andrew Noble



GATSO USA
900 Cummings Ctr, 321-U
Beverly, MA 01915

-
This transmission is confidential and privileged. The information contained herein is intended only for the review and use of the recipient(s) named above. If you have received this transmission in error, please do not disclose this information; instead return this e-mail to the sender. Any unauthorized disclosure, distribution, or other use of the transmitted information is strictly prohibited.



Technology & Business Services Agreement

This agreement is made on the 19th day of June, 2008, between **GATSO USA, Inc.**, a Delaware corporation with a principal business address at 900 Cummings Center, Suite 410-T, Beverly, Massachusetts 01915 ("GATSO") and the **Village of Hanover Park, Illinois**, a municipality/village of the State of Illinois with a principal business address of 2121 W. Lake Street, Hanover Park, Illinois 60133.

WITNESSETH:

Whereas the Village wishes to retain the technology and business services of GATSO USA to supply the Village with a red-light photo-enforcement program for the monitoring of red-light violations and associated traffic offenses.

1. DURATION AND TERMINATION OF AGREEMENT

- 1.1 This agreement and the services provided under this agreement shall commence on the effective date stated above, and continue for a period of five years, with two (2) optional one (1) year extensions.
- 1.2 One year extensions shall be renewed each year on the anniversary of the start date unless the Village notifies GATSO in writing of their intention to terminate the agreement, at least 30 days prior to the anniversary date.
- 1.3 Termination of the agreement can be made at the mutual agreement of both GATSO and the Village.
- 1.4 Either party may terminate this agreement for cause if: (i) the other party has breached its obligations under this agreement; (ii) the state legislation is amended to prohibit the operation of automated traffic law enforcement systems; or (iii) any court having jurisdiction over the Village's rules, or state or federal statute declares, the results from the automated traffic law enforcement system is inadmissible in evidence or otherwise overturns the state legislation. The terminating party must provide 30 days advance notice to the other party of its intent to terminate, which notice shall include the reasons for the termination and, in the case of a breach, shall provide the other party with an opportunity to cure the breach within the 30 day period following notice from the terminating party.

- 1.5 The Village is entitled to terminate this agreement for convenience, provided that the Village provides 60 days advance notice to GATSO of its intent to terminate. In the event that the Village exercises its option to terminate for convenience within the initial three year term, the Village will be required to pay to GATSO a penalty fee for such termination in the amount of \$1,000 per approach for each month remaining in the initial three year term of this agreement. The penalty fee will not be triggered until after the expiration of the 60 day notice period, being the "close date," and the penalty fee will be due to GATSO 30 days after such close date. No penalty fee will apply to a termination for convenience by the Village during any renewal term of this agreement.
- 1.6 At the close date for this agreement, either through contract duration or through termination for cause, convenience or mutual agreement; image capture activities shall cease immediately however both GATSO and the Village accept that all photo-enforcement violations still in process or captured prior to the close date shall be concluded to their final state, in the same manner and under the same conditions of compensation.
- 1.7 Upon the termination of this agreement, GATSO shall promptly remove all associated hardware and equipment, which removal shall be no later than 45 days after termination. Upon removal of the hardware and equipment, GATSO shall restore the intersections to substantially the same condition as existed prior to this agreement and repair any damage resulting from the installation or removal of GATSO's hardware or equipment.

2. COMPENSATION

- 2.1 GATSO USA proposes a compensation scheme based on a service fee per transaction basis, corresponding with State of Illinois supporting legislation ILCS 5/11-208.
- 2.2 Transactions comprise of:

Image capture	\$5.00
Initial review	\$5.00
DMV inquiry	\$5.00
Second review	\$5.00
Police Dept review preparation	\$5.00
Citation issuance & mailing	\$5.00

Maximum compensation per issued citation is capped at **\$30.00**

In addition to these fees, the Village will pay a charge of \$15 per camera for each hour that the camera is activated for Amber Alert, except that there is no charge for the first 30 minutes of Amber Alert Activation for each camera for the first five activations in any one month.

- 2.3 All installed equipment under this contract shall remain the property of GATSO for the duration of the agreement and any costs associated with the supply, installation, commissioning, operation and maintenance of the original configured system shall be at the cost of GATSO.
- 2.4 GATSO contracts that there shall be no additional charges for project start up fees, program implementation, monthly rental/lease fee per camera or per approach and or percentage of revenues collected. All compensation paid to GATSO shall be that stated in 2.1
- 2.5 GATSO shall invoice Village for service fees on the 30th day of each month and shall be paid by Village on or before the 30th day of the following month. Late payment fees of 1.5% of outstanding balances as of the 30th day of the due month shall be added to the invoice of the next month.

3. SCOPE OF WORK

- 3.1 GATSO shall install, operate and maintain the GATSOMETER red-light photo enforcement system in accordance with standard installation practices at locations agreed to between GATSO and the Village.

The systems that will be installed, operated, and maintained by GATSO is described more fully in Exhibit A and will be installed at the intersections designated in Exhibit A. GATSO and the City will mutually agree on the identification of enforced intersections based on community safety and traffic needs as warranted. GATSO agrees that installation, operation, and maintenance of the system will be in accordance with the provisions of City/Village Municipal Code or City/Village Ordinance, as well as Section 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.6

- 3.2 A system shall remain at its initial location for the duration of the agreement period or for a minimum of one year before being moved to a new location and only after the written consent by both parties.
- 3.3 Each system shall operate on a continual 24 hour basis for the duration of the agreement and shall only be non-operational for periods of maintenance.
- 3.4 GATSO shall upload encrypted violation images and embedded violation data to a secure GATSO server in a timely manner that ensures the camera system remains in operation at all times. Images and data shall be correlated to DMV records and an electronic violation package assembled.
- 3.5 GATSO shall process the violation images and data through a web-based program and provide the Police Department with limited access to that program to enable Police Department review and approval/rejection of violations, prior to a citation being issued.
- 3.6 GATSO shall issue mailed citations through this web-based program and allow for the review of violation images and data. Cited registered owners of violation vehicles are able to view images and offense video through the web-portal by

using unique identifier codes issued on each citation issued. Additionally, there shall be a 1-800 helpdesk number to either discuss the citation in more detail or accept the payment

- 3.7 GATSO shall provide necessary training and training documentation to Village employees, as designated.
- 3.8 GATSO shall store captured violation data and images for a period of one year from the violation date. The Village shall have access to this data for the duration of the stored period.
- 3.9 GATSO shall provide payment facilities in the form of 'pay by web', 'pay by phone' and 'pay by mail' for the payment of citations issued within the red-light photo enforcement program. Payment facilities will also include a lock-box.
- 3.10 GATSO shall provide monthly reports to the Village comprising of statistics relating to the entire program, including but not limited to; the number of captured violations, the number of violations sent for police department approval, number of citations sent and the number of citations paid.
- 3.11 GATSO contracts to ensure the GATSOMETER systems installed for this program shall be subject to software upgrades when available, without charge to the Village.
- 3.12 GATSO contracts that installation of equipment shall commence within 10 standard working days after all necessary state, county and city permits have been received.
- 3.13 GATSO shall provide standard GATSO signage to the local approach roads to an enforced intersection at no cost to the Village. Non-standard signage specified by the Village shall be supplied to the Village at cost and included within the first invoice issued to the Village against this agreement.
- 3.14 GATSO shall provide assistance to support the Village efforts in public education and awareness programs, including but not limited to; violation statistics and violation statistic improvements.
- 3.15 The Village may from time to time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to GATSO. Upon GATSO's receipt of the requested change, GATSO shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing of this Agreement. Following the Village's receipt of the new pricing, the Parties shall negotiate to implement the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. If the Village and GATSO fail to reach an agreement with respect to any of the proposed changes it shall not be deemed to be a breach of this Agreement.
- 3.16 GATSO shall undertake to ensure that the red-light camera enforced IDOT intersections within the Village are compliant with State of Illinois LED traffic

signal requirements and that GATSO shall share the cost of any changes to the traffic signals necessary for compliance, to the limit of 50% of the total cost. The remaining 50% of any upgrade cost shall be made by the Village of Hanover Park. The shared cost that the Village would be responsible in paying shall not exceed \$7500.00 per IDOT controlled intersection.

4. CITY RESPONSIBILITIES

- 4.1 The Village shall designate a Village official with the authority to exercise the City responsibilities under this agreement.
- 4.2 The Village shall cooperate with GATSO during the planning, installation, implementation and operation phases of the program.
- 4.3 The Village at no cost, shall provide permits or assist in the provision of those permits to GATSO for the installation of equipment necessary for the program.
- 4.4 The Police Department shall provide authorized representatives to carefully review uploaded violations sent by GATSO and determine whether said violations are to be approved and subsequently mailed as citations, or rejected and subsequently reported on with the reasons of rejection.

5. GENERAL PROVISIONS

5.1 Indemnification and Liability.

A. The Village hereby agrees to defend and indemnify and hold harmless GATSO and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to the suppliers of equipment and installers), or any of them against, and to protect, save and keep harmless the from, and to pay on behalf of or reimburse the as and when incurred for, any and all Losses which may be imposed on or incurred by any GATSO or equipment provided and/or installer arising out of or in any way related to:

- i. any material representation, inaccuracy or breach of any covenant, warranty or representation of the Village contained in this Agreement;
- ii. the willful misconduct of the Village, its employees contractors or agents which result in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any GATSO Party;

- iii. any claim, action or demand not caused by GATSO's failure to perform its obligations under this Agreement; or
- iv. any claim, action or demand challenging the Village's use of the Automated Traffic Law Enforcement System or any portion thereof, the validity of the results of the Village's use of the Automated Traffic Law Enforcement System or any portion thereof; validity of the Citations issued, prosecuted and collected as a result of the Village's use of the Automated Traffic Law Enforcement System provided by GATSO.

B. GATSO hereby agrees to defend and indemnify and hold harmless the Village manager, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them against, and to protect, save and keep harmless the Village Parties from, and to pay on behalf of or reimburse the Village Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys' fees and court costs) of whatever kind and nature, which may be imposed on or incurred by any Village Party arising out of or related to:

- i. any material misrepresentation, inaccuracy or breach of an covenant, warranty or representation of GATSO contained in this Agreement;
- ii. the willful misconduct of GATSO, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Village or any of its agents; or
- iii. any claim, action or demand not caused by the Village's failure to perform its obligations under this Agreement.

C. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any lost profits; indirect, incidental, or consequential damages, however caused.

D. In the event any claim, action or demand in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification shall give the Party from whom indemnification is being sought written notice of such Claim promptly after the Indemnified Party first becomes aware. The Party from whom indemnifications is being sought shall have the right to choose counsel to defend such Claim (subject to approval of such counsel by the other Party, which approval

shall not be unreasonably withheld, conditioned or delayed), and to control, and settle such Claim. The Party from whom indemnifications is being sought shall have the right to participate in the defense at its sole expense; provided.

5.2 Relationship between GATSO and the Village. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein).

5.3 Assignment. Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

5.4 Applicable Law. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Illinois.

5.5 Jurisdiction and Venue. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the State Courts of the State of Illinois located in the County the Village resides, and both Parties specifically agree to be bound by the jurisdiction and venue thereof.

In witness thereof, GATSO USA and the Village of Hanover Park have executed this agreement as of the date stated above.

For and on behalf of GATSO USA

For and on behalf of Village of Hanover
Park, Illinois

By: signature _____

signature _____

name and title _____

name and title _____

Marc G. Hummel
Village Manager