

APPENDICES

A: Services to be Provided by Contractor

B: Calculation of Charges

- Exhibit 1 – Program Administration Existing Locations
- Exhibit 2 - Third Party Damage Repairs
- Exhibit 3 – Option to Self Administer
- Exhibit 4 – Program Administration for Future Expansion Locations
- Exhibit 5 – Supply of System Equipment Lease Fees for Future Expansion Locations
- Exhibit 6 - Construction Design and Consultation for Future Expansion Locations

C: Court Evidence Package

D: Affidavit of Custodian of Records

E: Monthly Viewing Report

F: System Requirements for Supplied Equipment and Technical Specifications

Appendix A
SERVICES TO BE PROVIDED BY CONTRACTOR

General Description

The primary objective of this System is the reduction of collisions at signalized intersections resulting from red light violations.

The services detailed herein describe a System involving Camera Units and System Equipment, maintenance and servicing, film collection/processing, image retrieval, image analysis, Notice to Appear processing, and interface with the San Francisco Municipal Court (“Court”) and San Francisco Police Department (“SFPD”). The System is intended to provide for the photographing and citing of vehicles entering an intersection after the beginning of the red signal phase. DPT shall oversee this System at all enforced intersections as specified herein. Contractor shall provide administrative support services and work with DPT, SFPD, the Court, and all interested City departments and other agencies in the administration, operation, design and construction of this System.

Contractor agrees to perform the following services:

I. Existing System Intersections

A. Program Administration

This Agreement is for the continued administration and maintenance of the City's existing Red Light Photo Enforcement System and System Equipment at all existing 23 enforced intersections. The existing intersections and enforced approaches are as follows.

- (1) 1ST St. & Folsom St. (SB)
- (2) 3RD St. & Harrison St. (NB, WB)
- (3) 5TH St. & Harrison St. (WB, SB)
- (4) 5TH St. & Mission St. (WB, NB, SB)
- (5) 5TH St. & Howard St. (WB)
- (6) 6TH St. & Bryant St. (NB, SB, EB)
- (7) 7TH St. & Mission St. (NB, WB)
- (8) 8TH St. & Harrison St. (WB, SB)
- (9) 9TH St. & Howard St. (NB, WB)
- (10) 14TH St. & South Van Ness (EB, NB)
- (11) 15TH St. & Mission St. (NB, SB)
- (12) 19TH Ave. & Sloat Blvd. (NB, SB)
- (13) Bush St. & Van Ness Ave. (NB)
- (14) Francisco & Richardson Blvd. (EB, WB)
- (15) Franklin & Geary Blvd. (NB, WB)
- (16) Fulton & Park Presidio (NB, SB)
- (17) Geary & Park Presidio (EB, WB, NB, SB)
- (18) Hayes & Polk (WB, SB)
- (19) Lake & Park Presidio (NB, SB)
- (20) Lyon & Marina (EB)
- (21) Pine & Polk (WB)
- (22) Pine & Presidio (NB)
- (23) 4TH & Howard (WB)

Under DPT direction, Contractor shall assume administration and maintenance of the existing Red Light Photo Enforcement System currently in place in conformance with Appendix F - System Requirements for Supplied Equipment and Technical Specifications at each of the above intersections immediately upon the first day of the agreement and diligently perform the tasks outlined in this Agreement until such time as specified by this Contract. Upon execution of this agreement, Contractor understands and agrees to immediately assume administration support responsibilities of the existing System so as to ensure a seamless transition with no gaps in existing levels of Red Light Photo Enforcement.

At the City's sole option, DPT may require Contractor to install rear facing film or digital camera systems at all existing approaches per Section B – Change Orders.

Costs for program administration shall be in accordance with the itemized monthly cost breakdown contained in Appendix B, Exhibit 1 – Program Administration Existing Locations.

B. Change Orders

DPT may request changes to the work required to be performed, including additional products or services, by providing written notice thereof to Contractor setting forth in reasonable detail the proposed changes. Upon Contractor's receipt of a Change Order, Contractor shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing terms as set forth in this Agreement and shall include a detailed breakdown of the charge and schedule effects, a description of any resulting changes to the specifications and obligations of the parties, a schedule for the delivery and other performance obligations, and any other information relating to the proposed changes reasonably requested by the City.

Following the City's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing System, or the addition of Intersection Approaches to be covered by the terms of this Agreement, the pricing terms set forth in this Agreement shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement.

C. No Modifications Allowed

Contractor shall not have the authority to modify, remove, or relocate any part of the existing or approved System in place without prior permission from DPT, including but not limited to vehicle detection equipment, cameras, flashes, software, poles, or any part of the System that could affect the accuracy and reliability of the automated enforcement of red light violations under this Agreement.

D. Existing Third Party Damage Repairs

As part of its included services and in accordance with the Contractor Proposal, Contractor shall repair all existing Third Party Damages to bring the existing System at each of the existing 23 intersections to fully operating condition. These repairs shall result in providing City with a fully operational "turn-key" System, refurbished in all respects and in like-new condition at all 23 intersections, satisfying all requirements of the RFP which specify the successful vendor shall provide a

“turn-key” system for all intersections, existing and new. These repairs include but may not be limited to, System Equipment, and adjustment/calibration, testing and tuning of equipment and any other repairs as may be necessary to complete installation of a fully functioning System at all existing intersections.

All agreed upon repairs are to begin on the date that Contractor is notified by City that this Agreement has been certified, and are to be completed within 90 days (exclusive of required City approvals) in order to coincide with camera refurbishment.

After the first day of the Agreement, any further Third Party Damages shall be repaired at City’s cost and may be repaired at City’s discretion in accordance with the itemized cost breakdown contained in Appendix B, Exhibit 2–Third Party Damage Repairs.

E. Warranty

As a part of its included services and in accordance with the Contractor Proposal, Contractor agrees to warranty all cameras maintained and provided under this Agreement for the life of the contract. Should any camera under this Agreement or any other system device provided by Contractor critical to maintaining enforcement levels at any location malfunction at any time during the Contract, Contractor shall diagnose, repair, and/or rebuild each unit to remedy and correct said problem at no cost to City and within a reasonable time (generally within 10 business days). No repair work shall occur under this contract until City is notified as to the method of repair, extent, and schedule for repair.

Furthermore, Contractor agrees to diagnose, repair, and rebuild the oldest 14 System film cameras currently owned by the City in order to refurbish them as necessary to like-new condition and to warranty all 27 existing cameras for the life of the contract. All refurbishing of cameras is to be provided at Contractor's expense and completed at Contractor National Engineering Service Center (NESC) by factory trained camera technicians utilizing genuine original Gatsometer replacement parts. The refurbishing of system equipment under this section shall not incur any System downtime from current enforcement levels by substituting on-site spare cameras while refurbishing is occurring.

Schedule for repairs and refurbishing of cameras shall be mutually agreed upon but may not result in a lapse or decrease in existing enforcement levels.

F. Maintenance, Servicing and Rotation

The Contractor is responsible for general day to day maintenance of System Equipment throughout the term of the contract which includes but is not limited to the following tasks.

1. Contractor shall rotate all Camera Units among the available housings at all existing intersections as identified in Section A.
2. Contractor shall rotate Camera Units from one location to another on a schedule agreed to by the parties. Three business days before the first day of every month, the Contractor shall submit a schedule outlining the current status of all System Equipment, and list approaches currently in enforcement within the System and proposed rotations to be approved by DPT. If DPT does not notify Contractor of revisions within five (5) business days, the rotation schedule shall be deemed approved. Notwithstanding the above provisions, DPT can request Contractor to revise the rotation schedule at any time, and Contractor shall effectuate such revisions within two (2) business days.

3. When Contractor services the Camera Units, Contractor shall inspect and test Camera Units and System Equipment as necessary, to manufacturers' specifications, and shall complete a Field Technician Service and Inspection Log, created by Contractor.
4. Contractor shall keep in its files the original Field Technician Service and Inspection Logs for use as evidence as required by the Court.
5. Contractor shall respond to any material malfunction of the System within twenty four (24) hours after DPT provides written notice regarding a System malfunction to Contractor (Malfunction Notice). Contractor shall inspect the equipment and functionality of the System as a whole and individually at each of the System intersections when collecting film, but not less than weekly for digitally enforced locations. In the event that Contractor discovers any malfunction or defect, or in the event that Contractor receives a Malfunction Notice, Contractor shall notify DPT Project Manager within 24 hours and use its best efforts to cause such malfunction or defect to be repaired within 48 hours, and in the event that such malfunction or defect has not been substantially repaired within 48 hours, the Contractor shall notify the DPT Project Manager with a written report identifying the problem, available options on how to correct it, and the Contractor's recommendation on how to proceed. DPT reserves the right to determine the final course of action in all such cases. Should a defect or malfunction attributable to Contractor negligence or error result in a material loss of citation evidence DPT shall have the right to be compensated by Contractor for such loss based on the estimated number of citations lost (based on historical citation rates of the enforced approaches where the loss occurs) due to the malfunction or defect or liquidated damages as specified in Contract Section 19, whichever is less.
6. Contractor shall collect exposed film on a routine basis. When collecting the film, Contractor shall inspect and test the Camera Unit to verify that it is in working order. Contractor shall record and remedy any problems at Contractor's expense.
7. The City shall be responsible for relocating any System Equipment that must be moved to meet the needs of the City outside the scope of this work. In this circumstance, the City shall relocate the System Equipment at its sole expense.
8. All repair and maintenance of the Red Light Photo Enforcement System and related equipment will be the sole responsibility of Contractor, including but not limited to maintaining the casings of the cameras included in the System and all other related System Equipment in reasonably clean and graffiti-free condition.
9. Contractor shall not open the Traffic Signal Controller Boxes without prior authorization from DPT and a DPT representative present.
10. The provision of all necessary electrical, telephone services, DSL, cable, or other broadband services to the Designated Intersection approaches will be the sole responsibility of Contractor.
11. In the event that images of a quality sufficient for the San Francisco Police Department (SFPD) personnel to identify violations cannot be reasonably obtained without the use of flash units, Contractor shall provide and install such flash units.
12. The Contractor Project Manager (or a reasonable alternate) shall be available to the DPT Project Manager each day, on a reasonable best efforts basis.
13. All electrical connections with DPT equipment and systems are limited to intersection signal outputs and must be optically or otherwise isolated.
14. The Image Processing Unit may be connected to the traffic signal controller to obtain the following:
 - a. Contact closure of signal when traffic light enters the amber phase.
 - b. Contact closure of signal when traffic light enters the red phase.
 - c. Power source (110V AC).

15. Backup power should be provided so that the system clock and other data elements displayed in images are maintained for a minimum of seven (7) days in the event of a main power supply failure.
16. The Contractor shall make all necessary repairs and maintenance of the System and related equipment, including, but not limited to, maintaining the casings of the cameras included in the System and all other equipment in reasonably clean and graffiti-free condition.
17. Contractor shall make available a technician during any construction projects at designated intersections that will have a direct impact and implications on the overall functioning of the System.

G. As-Built Plans

As-Built plans shall be prepared and approved by a civil or electrical engineering firm licensed by the State of California for all System intersections as a part of this Agreement. It shall be the Contractor's responsibility to ensure that each As-Built plan for each System intersection is properly prepared and maintained to accurately reflect any and all subsequent modifications, upgrades or adjustments. Any subsequent modification, upgrade, or adjustment to any System intersection must be reflected in the corresponding As-Built plan and indicated as such, with the revised plan dated and stamped by the engineer in charge of such modification.

Up to date As-Built plans shall be maintained at both the Contractor's offices and DPT Engineering offices.

At those intersections where two sets of loops (i.e., one set for traffic control and one set for photo enforcement) are in place making it difficult to determine with certainty which set of loops are currently operational for the photo enforcement system, all As-Built drawings shall be maintained or updated as needed so that the System's operational loops can be readily identified. Abandoned loops must be intentionally cut on two sides so that it is clear that the loops have been abandoned as well as to eliminate any possibility of loop to loop crosstalk.

All Construction Design Plans prepared for System expansion under this Agreement must be prepared by a California Registered Civil or Electrical Engineer and shall be subject to the City's plan check, permitting, and inspection procedures.

H. Decoy Camera Units

Contractor shall provide up to ten "decoy" cameras that flash and record violation data for statistical purposes at no additional cost to the City. The Contractor shall install the decoy cameras according to the City's specifications. Delivery of the ten (10) decoy cameras shall be made upon mutual agreement between both parties but not later than sixty (60) days after Contractor is notified of the certification of this Agreement.

At DPT's sole discretion, the decoy cameras may be required to be rotated among existing or future enforced locations based on preference of enforcement objectives.

I. Data Security

All System data subject to electronic transmission via broadband communication shall be transmitted via a secure, tamperproof system. The data must also be encrypted prior to transmission. At a minimum the data must be pre-encrypted using the triple-DES encryption algorithm. The techniques used to encrypt and secure System data shall at all times be subject to City approval. Substitution of encryption algorithms must be approved by the Executive Director of DPT prior to deployment.

Any loss of citation data resulting from a failure to properly secure System data communications shall be Contractor's sole responsibility and subject to applicable damages as provided by Agreement Section 19 and Appendix A, Section I.F.5.

J. Public Awareness Campaign

Contractor shall provide reasonable public relations resources and media materials to the City in the event that the City elects to conduct a Public Awareness Campaign of the Red Light Photo Enforcement Program. Upon the City's request, Contractor shall submit a proposed public awareness campaign for the City's consideration and approval. This shall include media and educational materials that the City may require in order to implement the campaign. Contractor shall assist the City in public information and education efforts, including but not limited to, the development of artwork for utility bill inserts, press releases, and schedules.

Public Awareness Campaigns typically occur during the warning period for any new enforced intersection. The City shall provide written notice to Contractor with respect to the quantity of media and program materials needed at least thirty (30) days prior to the enforcement date for any new intersection.

In addition, the City's approval of any Contractor-sponsored Public Awareness Campaign materials shall not be unreasonably withheld.

K. Supply of Computer Workstations

In accordance with the Contractor's Proposal, Contractor shall supply computer workstations as described in the DPT RFP Attachment B: Technical System Requirements and as follows.

1. Workstations

- a. Four (4) Adjudication Workstations (monitor, computer, software, and printer): Two workstations for viewing of the photographic images in the courtroom, one workstation for use in the traffic court clerk's office, and one workstation for the SFPD for a total of four workstations. Note: One of these workstations may be substituted with a laptop of equivalent technical specifications and designated for the DPT Project Manager. The minimum requirements for the four (4) workstations are as follows:

- (1) UPS (Un-interruptible Power Supply).
- (2) High quality 19" LCD Monitor(s) with swivel base. All monitors shall also be secured to prevent falling if pushed.
- (3) Pentium 4 based PC.
- (4) Software Requirements:
 - (a) Modern operating system - Microsoft NT 4.0 or Windows XP.
 - (b) Adjudication software - this software shall provide at least the

following minimum capabilities:

- (i) Access on-line database of citations providing up to date information to the Court,
 - (ii) Store and access no less than two years worth of citations data and digitized images,
 - (iii) Allow the Court to retrieve violations by citation number and display all data contained on the Citation as well as digitized images of the actual violation photos including close-ups of the violator's face and license plate, and
 - (iv) Allow duplication via a laser printer of the original Citation.
- (c) Anti-Virus Protection.
- (5) High resolution printer - capable of reprinting Notices to Appear for court personnel and defendants. One printer shall be supplied for each workstation.
 - (6) Miscellaneous - mouse, keyboard, anti-theft cable and lock.

b. Traffic Monitoring Center (SFgo) Workstation

A workstation (monitor, computer, and software) shall be installed in a Traffic Monitoring Center to observe traffic conditions at the intersections. The minimum requirements for workstation are as follows:

- (1) UPS (Un-interruptible Power Supply).
- (2) High quality 21" Monitor(s) with swivel base.
- (3) Pentium 4 based PC.
- (4) Software Requirements:
 - (a) Modern operating system - Microsoft NT 4.0 or Windows XP.
 - (b) Anti-Virus Protection.
- (5) Miscellaneous - mouse, keyboard, anti-theft cable and lock.

L. Business Rules for Issuing Citations

The Contractor shall process violations in accordance with California Vehicle Code ("CVC") mailing requirements. The Contractor shall perform an initial screening of all violations captured to ensure that each meets the following criteria. The Contractor shall process all violations meeting these criteria as Citations and send the Citations to SFPD for final review prior to issuance.

The following business rules are subject to modification only as a result of changes to local or state law, the California Vehicle Code, or as determined by DPT. Depending on the modifications required, the changes may be subject to Section B -Change Orders.

1. All modifications to the business rules shall be confirmed by letter between the parties. The letter shall be accepted and signed by both parties and constitute an amendment to this Agreement.

2. The Contractor shall collect data (including, but not limited to, the volume of vehicles monitored and number of violations) and issue warning notices as required by the California Vehicle Code for a period of one month for each new monitored approach or as determined by DPT.

3. The contractor shall view images to ensure that violation photographs comply with California Vehicle Code ("CVC") §210 which requires "a clear photograph of a vehicle's license plate and the driver of the vehicle." A "clear photograph of the vehicle's license plate" shall mean that the

license plate number is legible and a “clear photograph of the driver of the vehicle” shall mean that the driver’s face is identifiable.

4. The contractor shall utilize the photograph of the license plate of the vehicles in the violation to identify the registered owners (“RO”) of said vehicles by direct computer access to the California Department of Motor Vehicles (“DMV”), acting as an agent for the City. The contractor shall have a second employee verify violation photographs to ensure contractor is capturing the correct DMV registration and driver’s license information.

5. The contractor shall obtain the “current address of the registered owner on file” with the DMV for purposes of mailing the citation, except when the City has reissued the citation to the driver. In that circumstance, contractor shall obtain the address of the driver on file with the DMV or as provided by the court.

6. The contractor must include the California driver’s license number of the alleged violator on the citation, except when a commercial or governmental entity owns the vehicle.

7. The contractor shall process citations for all violations occurring 0.3 or more seconds into the red phase. Contractor may limit citations to those with a speed greater than the speed specified by DPT.

8. The contractor shall provide separate and unique data for each violation photograph.

9. The contractor shall process citations for all vehicles registered to governmental agencies, except emergency vehicles or vehicles used by the SFPD, or other law enforcement agency escorts.

10. For violations which do not result in the issuance of a Notice to Appear, contractor shall destroy driver information data, digital images, and film records within 15 days of determination of non-issuance. For violations which do result in the issuance of a Notice to Appear, contractor shall destroy all related information, including but not limited to all data, digital images, film and paper records within fifteen (15) working days of final disposition.

11. The contractor shall maintain and observe a confidentiality agreement with the DMV.

M. Citation Processing

The Contractor shall process all Citations meeting the criteria set forth in Section L – Business Rules for Issuing Citations. The Contractor shall prepare Citations on the form approved by the Court and the California Judicial Council. The Contractor shall provide on the Citation that information, and only that information, required by CVC §40518, the Court, and the California Judicial Council.

To the extent possible without blocking the image of the driver, Contractor shall block the image of all passengers in the photographs used for the Citations.

The Contractor and the Court shall mutually agree upon the numbering system for Citation numbers.

The Contractor shall send with each Citation a statement describing the technology used including information necessary to interpret all data shown on the photograph, the form of which must be approved in advance by the City. The Contractor shall amend this information if requested by City, at no

additional cost to City. The Contractor is responsible for printing each envelope, Citation, and all other materials sent to each alleged violator.

For Commercial Vehicle Owners, the Contractor shall include the Affidavit of Custodian of Records along with the Notice to Appear to each Citation. (see Appendix D.)

The Contractor shall process photographs on a schedule that allows for the preparation and mailing of signed Citations within eleven (11) days as required by CVC §§22 and 40518. Upon mailing the signed Citation, Contractor shall obtain a Certificate of Mailing declaration issued by the USPS, attesting to the form of service of the signed Citation, for each signed Citation that Contractor sends to an alleged violator. The Contractor shall provide a copy of the Certificate of Mailing declaration to SFPD, Traffic Company within three (3) business days of mailing the signed Citation.

The Contractor shall submit the data from the signed Citation to the Court electronically by a means and in a form mutually agreed upon by the Court and Contractor within five (5) business days after mailing each signed Citation.

Mailing costs (postage and handling) for Citations are considered a part of Contractor's day to day business functions and no additional payment is made for postage and handling outside of Contractor's payment for Administrative Support Services as listed in the Contractor's cost proposal and contained in Appendix B, Exhibit 1 – Program Administration Existing Locations.

N. Signing Citations

The Contractor shall provide each Citation to SFPD for review and manual signature and approval before Contractor mails the signed Citation to the alleged violator. All data included on the Citation shall be clearly legible, with all written information accurate as supplied from the DMV records. SFPD will reject any Citations that are not clearly legible. Unless specifically authorized by SFPD or ordered by a court of law, Contractor shall mail all signed Citations within eleven (11) days. The Contractor shall provide the original citation to the Court and maintain the ability to produce true and exact copies without signature within 48 hours notice.

SFPD officers will be available for four shifts of (4) hours each Monday through Friday to review Citations, except legal holidays. The officer's signing of the Citation shall be considered the act of issuing the Citation as required by the CVC.

The decision to issue a citation shall be the sole decision of the authorized SFPD Police Officer and shall be made at the authorized officer's sole discretion. In no event shall Contractor have the ability or authorization to issue a citation or violation notice of any kind related in any way to this System without explicit DPT and SFPD written authorization. Citations approved and signed by the authorized officer may not be cancelled or voided without written consent from both DPT Project Manager and the Captain of the SFPD Traffic Unit.

O. Court Evidence Packages

When the alleged violator is a juvenile, Contractor shall send the Court Evidence Package to the Juvenile Traffic Court, 375 Woodside Avenue, San Francisco. When the alleged violator is an adult, Contractor shall provide the Court a Court Evidence Package. (see Appendix C.)

The Contractor shall make available computerized or on-line access to violation data and photographs for court proceedings and also provide at least two photographs of the violation in the Court P-500 (1-05)

Evidence Package: 1) the full view of the first photograph taken by the System, and 2) the full view of the second photograph taken by the System. In either case, the Contractor shall provide access to violation photographs for review by alleged violators at the court.

If the Court requests a Court Evidence Package ten (10) or more business days preceding the court date, Contractor shall provide the Court Evidence Package to the Court no later than five (5) business days preceding the court date. If the Court does not provide a request to Contractor a minimum of ten (10) business days preceding the court date, Contractor shall make its best effort to provide the Court Evidence Package to the Court prior to the date of the proceeding.

Contractor shall assist with obtaining all necessary documents, including business records, for prosecution of violations as directed by the City Attorney's Office.

P. Court Testimony

The Contractor shall provide an expert witness(es) to testify in court at each trial as to the System technology, processing of the Citations, field maintenance and operation of the System, and processing of images. The Court holds Red Light Photo Enforcement trials typically on Tuesday, Wednesday, and Thursday at 1:30 pm.

The Contractor shall provide an original declaration of a qualified employee or subcontractor who can testify that the System was properly operating at the time of the alleged violation. The Contractor shall work with the City Attorney's Office to prepare the declaration.

Q. Citation Dismissals and Reissues

The Contractor shall inform alleged violators through an approved form that they may identify the actual driver, if other than the RO, by written declaration without the necessity of making a personal appearance. The Court will process correspondence received related to this declaration.

When the RO provides complete information identifying a new driver, the Court shall process a dismissal and forward the new driver information to the Contractor for processing of a new Citation.

In the case of a commercially registered vehicle, Contractor shall prepare the Citation for issuance to the RO and include an Affidavit of Custodian of Records. When the RO of a commercial vehicle submits a complete and executed Affidavit of Custodian of Records which identifies the actual driver, the Court shall process a dismissal and forward the actual driver information to the Contractor for processing of a new Citation. The Contractor shall assist with obtaining all necessary documents for a commercially registered vehicle, including business records, for prosecution of violations as directed by the Court and the City Attorney's Office.

If it becomes necessary to dismiss an issued Citation for reasons other than those noted above, SFPD or the Court shall notify Contractor in a format mutually acceptable to all parties.

R. Quality Assurance Audits

Internal quality control is essential and shall be achieved by a double blind internal review of each violation by Contractor staff, quality assurance review of all issued citations by the Police Department,

and periodic external System audits by DPT Project Manager. Quality assurance audits will be conducted by DPT for randomly selected samples of recorded violations on a periodic basis:

All program data maintained by Contractor regarding triggered events, detected violations, and issued citations at each enforced intersection by the System shall be directly and remotely accessible by DPT Project Manager for quality assurance audits at any time and independent of Contractor staff.

Selected samples may be chosen from any data related to triggered events, detected violations, and issued citations inclusive of those events that triggered the System but did not result in an issued citation to determine Contractor' adherence to established guidelines including but not limited to clarity of images, chain of custody and handling of evidence, review/approval process of issued citations, non-issued citations, reconciliation of total number of approved citations for any given time period and number of citations mailed (confirmation of mailing) within the same time period, and compliance with all confidentiality laws and agreements.

At no time may the quality assurance audit specified in this section compromise, contradict, or violate any statute or regulation regarding operation of the program.

The Contractor Project Manager (or a reasonable alternate) shall be available to the DPT Project Manager each day on a reasonable best efforts basis.

S. Monthly Viewing Report and Management Meeting

As part of its included services, the Contractor shall provide a monthly report to the DPT Project Manager no later than twenty-one (21) business days after the end of each month for each location monitored. (see Appendix E.) This report shall show the number of violations detected and number of violations for which the City issued Citations. Of the violations detected but not issued, Contractor shall report the reason for non-issuance on an approved form. The Contractor shall also report any malfunctions, days not in service due to malfunction, and days not in service due to other reasons.

As a part of this report, the Contractor shall perform ongoing problem identification and analysis of the operation of the System. Contractor shall identify any operational problems at each of the System intersections for the preceding month. Problems shall be identified and then addressed in order beginning with those operational problems resulting in the highest number of unenforceable violations.

Contractor shall analyze the photographic data and issuance statistics to determine the nature of the problems and document the results in the monthly report. The DPT Project Manager shall then use the results of this analysis to jointly develop and implement improvement strategies or measures to correct any identified deficiencies in the System which will then be subject to final assessment and approval by the DPT Project Manager.

The DPT Project Manager may also periodically schedule a team meeting on a regular or as-needed basis with Contractor, SFPD, the Court, and any other interested City department or agency, to exchange information on the administration of the System.

T. Standards of Performance

The primary objective of the System is the reduction of collisions at signalized intersections resulting from red light violations.

To meet the primary objective, this automated enforcement System is designed to monitor and enforce red light violations at each enforced intersection approach by automatically capturing enough information about each violation to issue, enforce, and adjudicate a lawful citation.

Both parties acknowledge that enforceable citations may not be issued for all violations that may occur at each enforced intersection approach due to a variety of controllable and uncontrollable factors. Controllable factors include but are not limited to the accuracy, reliability, and efficiency of the maintained System, System downtime, and constraints including Business Rules and interdepartmental coordination. Uncontrollable factors include but are not limited to the number of contested citations by the Courts and resulting adjudication, image clarity, and availability of license plate and driver information.

Each month as part of the Monthly Viewing Report and Management Meeting requirements, the DPT Program Manager shall meet with the Contractor Project Manager to review the System's performance. Measures of effectiveness (MOE) will be established to monitor the System's effectiveness on a quarterly basis and may include total number of events captured, citations issued, citations contested, number of enforceable citations lost due to controllable and uncontrollable factors, results from the film viewing report, quality assurance auditing, contractual obligations or any other factors related to the execution of this contract as mutually agreed upon. The MOE may change depending on seasonal factors, construction issues, citation issuance, intersections in enforcement, enforcement objectives and any other factors as determined by DPT.

The Contractor shall explain variances on the System's performance status with respect to the established MOE's for the quarter. If the quarterly MOE's are not consistent with the expected System performance, the Contractor Project Manager and DPT Project Manager shall determine the causes and establish action plan to either improve System performance for the coming quarter to meet the expected MOE's and/or adjust the expected performance criteria subject to DPT approval.

U. Technical Upgrades

As Contractor develops and offers new products or upgrades of existing products, the Contractor will give the City the opportunity to upgrade to the newest product offerings. On or about each anniversary of Contract certification, Contractor will provide a written report to the City's Program Manager detailing upgrades in technology and their possible applicability to the City's System. The Contractor will not implement technology upgrades without the specific approval of the City. Requests to employ technical upgrades shall be made in writing.

V. Legal Changes and Challenges

The Contractor shall make any modifications to the System as required by changes in local, state, or federal law or any legal decision that applies to the System or the System's operation.

W. Warning Signs

Contractor agrees to visually inspect for the presence of or damage to all warning signs notifying the public of the System's presence in the City. The Contractor shall provide a quarterly report to the City documenting Contractor's visual inspections and promptly notify the City of any warning signs which are damaged, missing, or otherwise in bad repair.

X. Training

The Contractor shall provide a training course for up to fifteen (15) City employees, including, but not limited to, SFPD officers and other persons involved in the administration of the Program. The training course is necessary so that SFPD officers may competently testify as to the operation of the System in any court proceeding. All SFPD officers completing the course will receive a Certificate of Training. The Contractor shall work with DPT and the City Attorney's Office to prepare the training course. The Contractor shall provide the training course at any time requested by the City.

Y. Internet Customer Service

The Contractor shall create and maintain an internet site that provides the ability for alleged violators to review citations and color photographs while ensuring confidentiality, a link to online court payment processing, general information to the alleged violators regarding the System, information regarding the status of a specific Citation, and the ability to make payments with a credit or debit card. Contractor's internet site shall be available twenty-four (24) hours a day, 365 days per year. The City shall approve all information contained and provided by the internet site prior to the Contractor's implementation. The internet site shall be operational within sixty (60) days following notification to Contractor of the certification of the Agreement.

Z. Self-Administration

City reserves the right to self-administer the System upon termination of the Contract. Upon termination of the Contract City has the right, but not the obligation, to lease Contractor's image and citation processing software with associated training and consultation services as listed in Appendix B, Exhibit 3 – Option to Self Administer.

II. Expansion of Existing System

At the City's option, the City may elect to expand the System and request additional services to be performed by the Contractor. Upon the City's written notification to the Contractor, the City may request that all or a portion of the following additional services be performed. The breakdown of costs for these additional services are provided in Appendix B, Exhibit 4, Exhibit 5, and Exhibit 6.

A. Site Selection

At the City's option, the System may be expanded up to ten (10) new intersections. In the event City expands the System, the selection of all new additional sites for installation of red light photo enforcement shall be at the City's sole discretion. The City will base its decision to select new sites for inclusion in the Red Light Photo Enforcement System on engineering analysis of historical collision, violation, and enforcement data. The City may also seek input from law enforcement and traffic safety professionals and may base its decision on citizen complaints and input from community groups. While every effort will be made to accommodate input from all interested parties, the final decision regarding any new additional intersections selected for enforcement shall be at the City's sole discretion.

The City may ask Contractor to perform camera surveys of driver behavior at candidate intersections including counts of unenforced red light violations. Contractor may be asked to further assist in the site selection process by providing information on those candidate intersections most suitable for installation of automated enforcement equipment. In particular, Contractor must make every

effort to provide information on candidate sites that enables City to avoid selecting those intersections where undesirable characteristics affect the installation and operation of the red light photo enforcement system. Undesirable characteristics include, but are not limited to, intersections with nearby driveways that restrict camera pole or auxiliary flash installation, approaches that are more than three lanes wide, double left turn lanes where views are obstructed, and wide crossing streets where second photographs may not be taken at the pre-determined location due to motorists changing speed as they traverse the intersection.

Both parties agree to install each new red light photo enforcement system utilizing a controlled and phased methodology. Initial installation at any additional intersection will include up to two systems (two intersections with two enforced approaches each) that will be deployed in the City. These systems will be utilized to evaluate the economic feasibility and program effectiveness prior to further System expansion. At the City's discretion, surplus revenue from the enforcement of new intersections may be utilized for the funding of additional installations.

At any point, upon mutual agreement between the City and the vendor, this phased methodology can include the implementation of additional intersections.

At the conclusion of construction, all new intersections equipped with red light photo enforcement systems shall be maintained by Contractor under this Agreement.

B. Construction Design

Should City elect to expand the System to include additional intersections, Contractor shall prepare construction ready plans, specifications, and engineers estimates (PS&E) for the installation of all needed equipment for each new intersection to be incorporated into the System.

Design shall occur two intersections at a time over the course of six consecutive weeks. A 90% draft submittal of PS&E shall be submitted to City for review within 30 days of City's original written request for completion of each paired design. A 98% submittal of PS&E will be due one week later with final construction ready documents ready for bid one week thereafter.

Costs for these design services shall be on a per-intersection basis. If the City decides not to expand the System to include ten (10) new intersections, design costs will be based on a prorated basis of Contractor's cost proposal contained in Appendix B, Exhibit 6 - Construction Design and Consultation for Future Expansion Locations.

- a. Installation plans shall be complete, including detailed engineering drawings approved by a civil or electrical engineering firm licensed by the State of California. Upon completion and acceptance of installation, the Contractor shall provide as-built drawings of the actual installation within ten (10) business days, as specified in Section I.G - As-Built Plans.
- b. Contractor shall produce engineering drawings (1 inch = 20 feet) for all constructed intersections under this Contract. These drawings must show the exact locations of all System Equipment to be installed. The engineering drawings must accurately show the scope of work and clearly distinguish the new conduit and wiring from the existing conduit and wiring. Contractor shall submit PS&E for all new System intersections to the DPT Project Manager for review within a mutually agreed upon lead time from receiving written Notice to Proceed.

- c. c. DPT in conjunction with the San Francisco Department of Public Works (“DPW”) shall have a maximum of five (5) business days per location to review the engineering drawings, make comments, and “red line” corrections. If DPT does not approve submitted engineering drawings within five (5) business days, deadlines shall be extended accordingly. Contractor may submit drawings for each intersection as completed, rather than submitting all drawings at once. Following approval of each location by DPT, the selected Contractor may begin construction.

C. Constructor Contractor

Should the City elect to expand the System, construction will be completed under a separate construction contract issued by the City. If Contractor provides the construction services, then the term "Construction Contractor" shall refer to the Contractor.

Contractor shall provide construction consultation services to the City’s Construction Contractor during the installation of System Equipment at all new intersections.

The Construction Contractor shall install System Equipment as set forth in the provisions of the construction contract issued by the City and in accordance with the design plans of the Contractor. Construction is expected to be completed within sixty (60) business days of the Construction Contract Notice to Proceed (“NTP”). Construction Contractor and Contractor shall test System Equipment at each location to ensure operation to DPT’s satisfaction. Contractor shall also provide sample violation photographs from each intersection tested for DPT’s review and approval of image quality. Approval of the construction shall be contingent upon DPT and DPW acceptance following the inspection and punch list preparation period of the construction contract.

The Contractor shall have a fully operational and functional System in place to immediately begin enforcement, citation processing, and citation issuance for all locations upon completion of construction and system testing. Warning period, citation processing, and citation issuance shall not begin at any intersection until DPT has approved Construction Contractor’s testing results. Contractor shall assume administration, maintenance, and implementation of all new intersections within ten (10) business days after DPT approval of Construction Contractor's testing results.

D. Supply of System Equipment

Upon award of the Construction Contract, Contractor shall coordinate with the selected Construction Contractor to provide and deliver all necessary System Equipment for the enforcement at the new intersections in accordance with the contract construction schedule. All System Equipment shall be provided by Contractor and delivered to the City in accordance with construction contract (date and delivery location to be determined as agreed upon by all parties). All System Equipment identified in the PS&E in Section II.B shall be delivered by Contractor. All System Equipment shall meet or exceed each of the requirements listed in Appendix F – System Requirements for Supplied Equipment and Technical Specifications.

Costs for the supply of System Equipment shall be as specified in Contractor's cost proposal contained in Appendix B, Exhibit 5 – Supply of System Equipment Lease Fees for Future Expansion Locations. The lease term shall be for three years with two optional one-year additional lease terms.

City reserves the right to cancel the lease at any time. In the event City chooses to terminate the lease prior to the expiration of the three year lease term, the City agrees to pay any past-due payments and an early termination fee not to exceed 10% of the remaining lease amount.

E. Construction Consultation

Contractor shall provide construction consultation services to the City's Construction Contractor during the installation of System Equipment. Construction consultation includes, but is not limited to, remaining available and responsive as a consultant during the course of construction to provide design, construction, image quality and layout assistance.

Costs for construction consultation shall be on a per-intersection basis. If City decides not to construct all ten (10) new intersections, cost will be on a prorated basis of the Contractor's cost proposal for ten (10) intersections as contained in Appendix B, Exhibit 6 – Construction Design and Consultation for Future Expansion Locations.

F. Program Administration

At City's direction, Contractor shall assume administration and maintenance in conformance with Appendix F - System Requirements for Supplied Equipment and Technical Specifications for each newly constructed Red Light Photo Enforcement System at each new intersection and diligently perform the tasks outlined in this Agreement.

Costs for program administration at each new intersection shall be on a per-intersection basis, paid as each new intersection is constructed up to the ten (10) intersection expansion limit. Every effort will be made to begin enforcement of each new intersection on the first day of the next occurring month after construction and testing is completed. If enforcement at a new intersection is begun after the first of the month, then the program administration costs for the new intersection will be based on a prorated amount depending on the number of days remaining in the month for which full enforcement will be provided.

If City decides not to construct all ten (10) new intersections, administration costs for each enforced intersection will be on a prorated basis of the Contractor's cost proposal contained in Appendix B, Exhibit 4 – Program Administration for Future Locations.

G. Warning Period

All new intersections shall have a 30 day grace period prior to enforcement where all violations are tracked and recorded but no citations are issued. All violators shall be subject to warning notices only during the 30-day grace period. Contractor shall issue and mail such warning notices to each violator. The form of the warning notices shall be developed by Contractor and submitted to City for approval prior to mailing.

Costs for Contractor's administrative support services of enforcement activities at all new intersections shall be in accordance with the Contractor's cost proposal contained in Appendix B, Exhibit 4 – Program Administration for Future Locations. For the first two new intersections, administrative charges shall begin at the first day of enforcement after the conclusion of the 30 day grace period. Administrative charges for subsequent intersections shall begin after the first day of the 30 day grace period.

**Appendix B
CALCULATION OF CHARGES**

Exhibit 2

Estimated Third Party Damage Repairs

<u>Repair Item</u>	<u>Cost</u>
Existing Loop Repair per Lane	\$3,375
New Loop Installation per Lane	\$3,000
Camera Housing and Pole	\$9,000
Auxiliary Flash Unit	\$2,900
Conduit Installation (per linear ft.)	\$100
GTC-D Digital Camera Unit Cost	\$49,000

**Appendix B
CALCULATION OF CHARGES**

Exhibit 3

Option to Self Administer

<u>Item</u>	<u>Cost</u>
Software License	
a. Lease \$/Month	\$745
b. Purchase	N/A
Training (\$/hr)	\$120
Consultation (\$/hr)	\$120
Software Development	\$145

**Appendix B
CALCULATION OF CHARGES**

Exhibit 4

Program Administration for Future Expansion Locations

<u>Program Administration Itemized Monthly Costs</u>	<u>10¹ Expansion Locations</u>
Transportation	\$295
Rent	-
Administrative Overhead	2,150
Systems Support	-
Camera Rotation	-
Monthly Report Preparation	-
Fixed Maintenance Costs	-
Others (List)	-
Film, Development and Mailing	-
Telephone, Office Equip., Supplies	\$1,200
Depreciation – Office Equipment	-
Telecommunications – Digital	-
Cameras -	\$10,119
21 Tech Violations Processing	\$6,750
ACS Operations and Mngmt Staff	\$2,399
Monthly Total	\$22,913
5 Year Total	\$1,374,780
(Monthly Total x 60 Months)	

¹ If not all 10 expansion intersections are constructed, Program Administration costs shall be subject to the following monthly cost schedule.

<u>No. of Expansion Intersections</u>	<u>Additional Monthly Cost</u>
1	\$8,632
2	\$1,587
3	\$1,586
4	\$1,587
5	\$1,587
6	\$1,587
7	\$1,587
8	\$1,586
9	\$1,587
10	\$1,587

**Total Additional Monthly Cost for all 10
P-500 (1-05)**

\$22,913
Page B-4

**Appendix B
CALCULATION OF CHARGES**

Exhibit 5

Supply of System Equipment Lease Fees for Future Expansion Locations

	No.	Lease Price Per Month Per Unit	Total Cost (# Units x \$/per Month x 60 Months)
Camera System (2 GTC D Camera Units)	20	\$1,660	\$1,992,510
Image Processing Unit	-		
Loops	-		
Poles	40	\$122	\$292,500
Housings	40	\$54	\$128,700
Conduits	-		
Others (list)	-		
Aux Flash Units	20	\$57	\$67,860
Total		\$1,892	\$2,481,570

**Appendix B
CALCULATION OF CHARGES**

Exhibit 6

Construction Design and Consultation for Future Expansion Locations

Item	a. 23 Existing Locations	b. 10 Expansion Locations	c. All 33 Locations
Engineering Drawings	-	\$50,000	\$50,000
Construction Consultation	-	\$23,100	\$23,100
Administrative	-		
Engineers Construction			
Cost Estimate	-	\$600,000	\$600,000
Others	-		
TOTAL	-	\$673,100	\$673,100

Appendix C
COURT EVIDENCE PACKAGE

City and County of San Francisco Automated Enforcement Traffic Violation

[REDACTED]
[REDACTED]
SACRAMENTO, CA 95819
ZA0110482

CITATION No. ZA0110482

SAN FRANCISCO POLICE DEPARTMENT

NOTICE TO APPEAR Automated Traffic Enforcement ZA0110482

DATE OF VIOLATION 06/01/2004	TIME 08:06	AM PM K	DAY OF WEEK TUESDAY	Red Sec 1.4
--	----------------------	----------------------	-------------------------------	-----------------------

NAME (FIRST, MIDDLE, LAST)
[REDACTED]

ADDRESS
[REDACTED]

CITY STATE ZIP CODE
SACRAMENTO CA 95819

DR LIC. NO. [REDACTED]	STATE CA	CLASS	AGE	BIRTH DATE 04/08/1963
---------------------------	--------------------	-------	-----	---------------------------------

SEX M	HAIR Black	EYES Black	HEIGHT 5-08	WEIGHT 200	RACE
-----------------	----------------------	----------------------	-----------------------	----------------------	------

VEH. LIC. No. [REDACTED]	STATE CA	<input type="checkbox"/> COMMERCIAL VEHICLE (Veh. Code, § 15210(b))
-----------------------------	--------------------	--

YR. OF VEH. 1991	MAKE MERZ	MODEL	BODY STYLE 4D	COLOR LIGHT	<input type="checkbox"/> HAZARDOUS MATERIAL (Veh. Code, § 353)
----------------------------	---------------------	-------	-------------------------	-----------------------	---

REGISTERED OWNER OR LESSEE
[REDACTED]

ADDRESS
[REDACTED]

CITY STATE ZIP CODE
SACRAMENTO, CA 95819

CODE AND SECTION VC21453A	DESCRIPTION Fail to Stop at Red Signal
-------------------------------------	--

LOCATION OF VIOLATION
NWB Richardson Ave. (US-101) @ Francisco St.

Violation was not committed in my presence. The above is declared on information and belief and is based on photographic evidence.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.

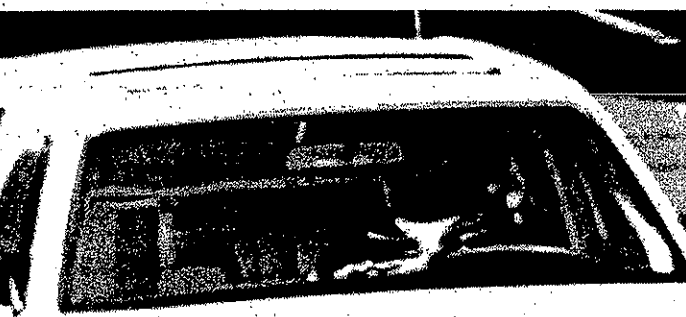
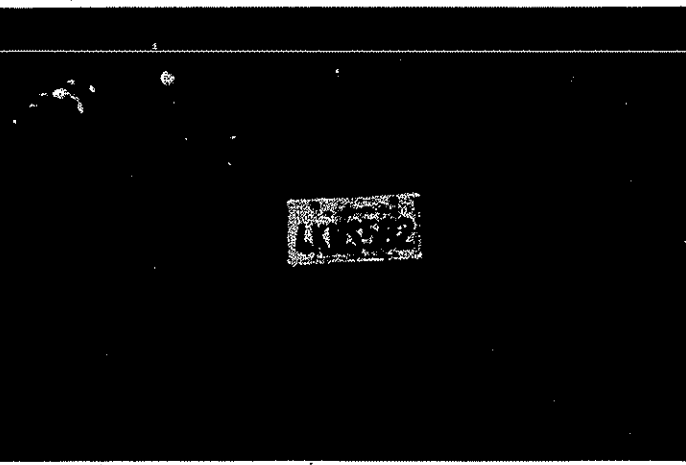
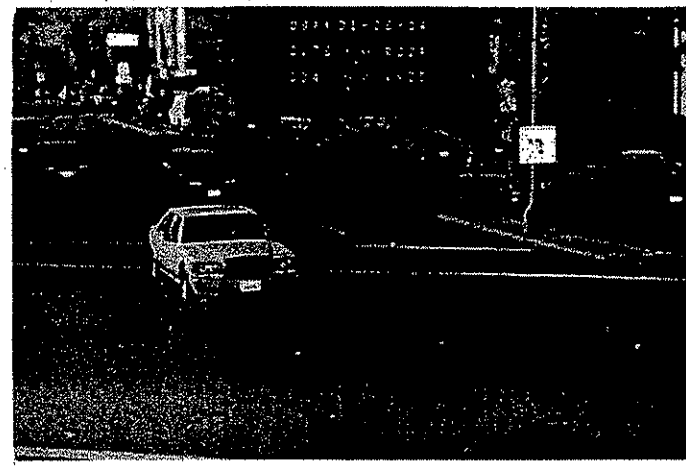
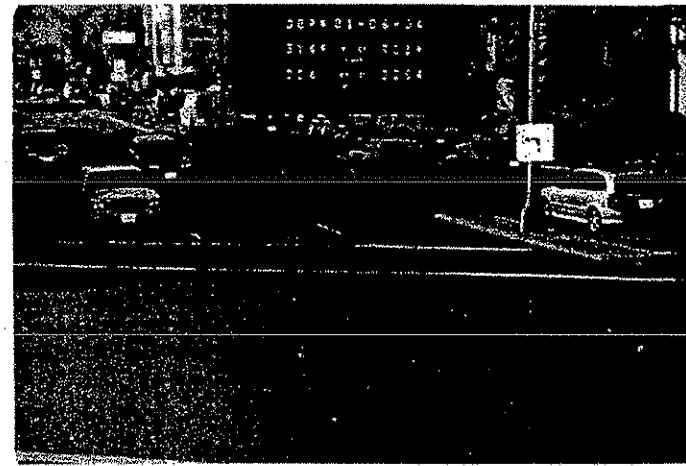
Date Issued	Declarant	ID No.
-------------	-----------	--------

YOU MUST RESPOND TO THE COURT ON OR BEFORE:

WHEN: June 29, 2004

WHAT TO DO: FOLLOW THE INSTRUCTIONS ON THE REVERSE

**WHERE: Superior Court of California Court of San Francisco
Traffic Division
850 Bryant Street, Room 101
San Francisco, CA 94103
(415) 575-6325**



COPY

IDENTIFICATION OF DRIVER BY REGISTERED OWNER

Citation No. ZA0110482

This citation has been issued in your name and will appear on your driving record if not dismissed by the court.

If you were not driving the vehicle at the time of the alleged violation, submit a photocopy of your driver's license or other picture I.D. along with a recent and original photograph. Do not submit bail at this time.

Fill out the information below about the person driving your vehicle or the new owner of the vehicle. Provide to the court, information regarding the violator including the name of the driver of the vehicle, driver license number, date of birth, address and any other pertinent information.

The Traffic Commissioner will review the documentation and make a determination regarding the identity of the actual driver. Providing this information will NOT result in the automatic dismissal of the above citation.

I declare that the foregoing is true and correct.

SIGNATURE: _____

PRINT YOUR NAME: _____

DATE: _____

YOUR PHONE NUMBER: _____

MAIL THIS COMPLETED FORM TO:
Superior Court of California, County of San Francisco
Traffic Division
Attn.: Red Light Photo Enforcement Clerk
850 Bryant Street, Room 101
San Francisco, CA 94103

CHECK ONE:

The individual named below was driving my vehicle at the time and date of the alleged violation.

I sold this vehicle to the individual named below.

DRIVER NAME: _____
(Please print) First Last

DRIVER LICENSE NO.: _____

DRIVER DATE OF BIRTH: _____

DRIVER ADDRESS: _____

IMPORTANT - READ CAREFULLY

This Citation is Based on Photographic Evidence

The vehicle identified on the front was photographed in violation of a traffic signal sign. You may see the photographs. Contact: (415) -575-6325 to receive information. If you were not driving the vehicle at the time of the violation, refer to the "IDENTIFICATION OF DRIVER BY REGISTERED OWNER" section to the left.

WHAT TO DO

You have been issued a citation that charges you with a traffic infraction. You must respond by following one of the procedures below by the date on the front (see "WHEN"). If you do not, you may lose your license to drive, and your money penalties may increase.

1. If you do NOT contest the violation
 - a. **(Pay the Bail amount)** (See "BAIL INFORMATION" below) Your bail will be forfeited to the court. You will not have to appear in court. You will be convicted of the violation and it will appear on your record at the Department of Motor Vehicles (DMV). A point count will be charged to your DMV record for this offense and your insurance may be adversely affected.
 - b. **(Traffic school)** You may be able to avoid the point count and adverse effect on your insurance by attending traffic school. After your completion of traffic school, the violation will be dismissed and the point count will not be added. You may be eligible to attend traffic school if you have not already attended in the past 18 months. Contact the court to request traffic school. You must pay the bail amount, and you may have to pay other fees.
2. If you contest the violation (select one)
 - a. **(Court trial)** Send a certified or registered letter postmarked not later than five days prior to the appearance date, or come to the court by the appearance date to request a court trial on a future date when an officer and witnesses will be present. You will be required to submit the bail amount. You will be given a date for your trial.
 - OR-
 - b. **(Trial by written declaration)** Send a certified or registered letter postmarked not later than five days prior to the appearance date, or come to the court on or before the appearance date on the front to request a trial by written declaration. Submit the bail amount. You will be given forms to allow you to write a statement and submit other evidence without appearing in court. An officer will also submit a statement. The judicial officer will consider all of the evidence at the same time and decide the case.

WRITING TO THE COURT

If you write to the court, always write the citation number and your driver license number on your letter. Use of certified or registered mail is required. Do not send your copy of the citation. Keep it for your own records.

BAIL INFORMATION

The "bail" is the amount you must pay or deposit for the charged violation.
Bail amount: **\$360.90**
Make the check or money order payable to "San Francisco Superior Court"
Write the citation number and your driver license number on the check or money order.
You may deposit the bail in person, by mail or by phone.

NIGHT COURT TRIALS are NOT available for this citation.

You may obtain additional information from the City and County of San Francisco at www.ci.sf.ca.us/dpt or by calling (415) 575-6325, Monday - Friday 8:00 a.m. to 4:30 p.m.

COPY

Certificate of Mailing for 06/08/2004

Name & Address of Sender PRWT Services, Inc. 1 Daniel Burnham Ct., Ste. 400 San Francisco, CA 94109		Check type of mail or service: Certified <input type="checkbox"/> Registered <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/>		Affix stamp here (if issued as a certificate of mailing, or for additional copies of this bill.) Postmark and Date of Receipt		RR Fee RD Fee SH Fee SC Fee DC Fee Due if COD	
Recorded Delivery (International) Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/>		Postage Fee 0.37		Insured Value 0.30		RR Fee RD Fee SH Fee SC Fee DC Fee Due if COD	
Addresssee Name, Street, and PO Address [Redacted]		Handling Charge (if Regis)		Insured Value		RR Fee RD Fee SH Fee SC Fee DC Fee Due if COD	
Article Number 48		Issue Date 06/01/2004		Postage Fee 0.30		RR Fee RD Fee SH Fee SC Fee DC Fee Due if COD	
Total Number of Pieces Listed by Sender 15		Total Number of Pieces Received at Post Office 15		Postmaster, Per (Name of Receiving Employee) [Signature]		RR Fee RD Fee SH Fee SC Fee DC Fee Due if COD	

PS Form 3877, February 2002 Complete by Typewriter, Ink, or Ball Point Pen

I, Dan Talbott, am employed by PRWT Services, Inc., 1 Daniel Burnham Ct., Ste. 400, San Francisco, CA 94109. I hereby declare that I am over the age of eighteen and not a party to the action, and that on 6-12-04, I placed in the United States Mail at San Francisco, California, County of San Francisco, a citation addressed to each person as listed above; each envelope was sealed and deposited with postage fully prepaid.

PRWT Services, Inc. Grant D. Talbott



JUN 08 2004
 J. Jehl #2068

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Field Technician Service and Inspection Log

Location: 2264 WB RICHARDSON AT FRANCISCO

Begin Service: 6/1/04 4:40:00 AM

Camera #: 1905

Total Exposures: 166

Have violations been recorded?

Vehicle count for deployment: 98637

PRWT Services, Inc.

Print Name: Luis Teledon

Signature: *Luis Teledon*

Item	Condition	Remarks	Action Taken	Time Reported
Loop 1	Good			
Loop 2	Good			
Loop 3	Good			
Loop 4	Good			
Loop 5	Good			
Loop 6	Good			
Signs	N/A			
Pole	Good			
Cabinet	Good			
Camera	Good			

Maintenance and Servicing has been completed on the following items:

- Camera Continued: (complete steps 1-3)
- Camera Removed (complete steps 1-3)
- Vehicle and exposure counts have been logged
- TEST Button has been activated to end the deployment (Unit is functioning properly as manufacturer)
- Film and Memory Card # 474 have been remove
- Camera Installed (Complete steps 4-8)
- System has been cleared as required
- Unit settings have been set as per the "Location Settings Sheet"
- Memory Card # 705 has been inserted
- Film has been replaced
- TEST Button has been activated to start the deployment (Unit is functioning properly as manufacturer)

End Service 6/1/04 4:45:00 AM

Field Technician Service and Inspection Log

Location 2264

WB RICHARDSON AT FRANCISCO

Begin Service: 6/4/04 4:48:00 AM

Camera #: 1899

Have violations been recorded?

Total Exposures: 130

Vehicle count for deployment: 81494

PRWT Services, Inc.

Print Name: Luis Zeledon

Signature: Luis Zeledon

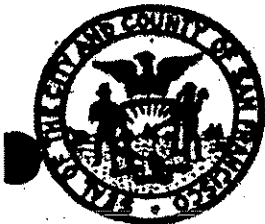
Item	Condition	Remarks	Action Taken	Time Reported
Loop 1	Good			
Loop 2	Good			
Loop 3	Good			
Loop 4	Good			
Loop 5	Good			
Loop 6	Good			
Signs	N/A			
Pole	Good			
Cabinet	Good			
Camera	Good			

Maintenance and Servicing has been completed on the following items:

Camera Continued: (complete steps 1-8)

- Camera Removed (complete steps 1-3)
- Vehicle and exposure counts have been logged
- TEST Button has been activated to end the deployment (Unit is functioning properly as manufacturer)
- Film and Memory Card # 705 have been remove
- Camera Installed (Complete steps 4-8)
- System has been cleared as required
- Unit settings have been set as per the "Location Settings Sheet"
- Memory Card # 684 has been inserted
- Film has been replaced
- TEST Button has been activated to start the deployment (Unit is functioning properly as manufacturer)

End Service 6/4/04 4:55:00 AM



Hours of Operation:
Monday - Friday
(except holidays)
8:00 AM to 4:30 PM
(415) 575-6325

CITY AND COUNTY OF SAN FRANCISCO RED LIGHT CAMERA ENFORCEMENT PROGRAM

INSTRUCTION SHEET

Read the *entire* sheet for complete instructions.

In a major effort to reduce the number of accidents and associated injuries and deaths due to red light violations, the City and County of San Francisco has implemented a red light traffic enforcement program. The system, combining a high-speed camera and sensor devices, records on film actual photographs of the violator, vehicle and surroundings when a red light violation occurs. Superimposed on each photograph is the date, time, location, and how far into the red signal the violation has occurred.

A vehicle registered in your name was photographed in violation of the California Vehicle Code Section 21453 (a). The details of the violation are on the enclosed Notice to Appear.

Warning! You must respond by following one of the procedures below on or before the "WHEN" date noted on the front of the citation. The "WHEN" date is not a court date. If you do not respond, you may lose your license to drive, your money penalties will increase, and the Department of Motor Vehicles (DMV) may refuse to renew your vehicle registration. (CVC §12807, CVC §4760.1)

If you were driving and do NOT contest the violation:

a. **PAY THE BAIL AMOUNT** - Pay the bail amount of \$360.90 and forfeit it (the court will keep it). You will not have to appear in court. The person named on the Notice to Appear, however, will be convicted of the violation, and it will appear on their record at the DMV. (CVC §13103)

You may pay the bail amount in person, by mail or by phone. To pay by phone call (415) 553-9400, a convenience fee will be charged.

b. **TRAFFIC SCHOOL** - A point will be charged to your DMV record for this offense, and your insurance may be affected. You will be able to avoid the point by attending traffic school. After traffic school, the violation will be dismissed and the point will not be added. You may be eligible to attend traffic school if you have not already attended in the past 18 months. Pay the bail amount of \$360.90 plus a \$24 non-refundable administrative fee, for a total of \$384.90. You must let the court know of your intent to attend traffic school either by mail or selecting the "Traffic School" option by phone. Information regarding types of schools (including on-line schools) and locations throughout the State of California will be mailed to you.

If you were driving and contest the violation: (select one)

a. **COURT TRIAL** - If you wish to contest the violation and plead Not Guilty, you may come to the court in person and request a court appearance date by either Posting Bail or by signing a Promise to Appear on your Own Recognizance. Or, you may request a court appearance date by mail by submitting the bail amount of \$360.90, along with a written request for a court date. You must also provide the court with some possible dates that you are able to appear in court. If you write a letter, this waives statutory limits on time for trial. Failure to appear at the time and place scheduled for trial will result in a civil assessment of \$250.

-OR-

b. **TRIAL BY WRITTEN DECLARATION** - Write a letter to the court requesting a Trial by Written Declaration. You must submit the bail amount of \$360.90 with your request. Your Written Declaration should include a photocopy of your Driver License, a recent and original photograph and any information supporting your defense of this incident. The judge will then make a judgment based upon your Written Declaration and the photographic evidence which will be subpoenaed by this court.

-OR-

If you were NOT driving the vehicle at the time of the violation: please fill out the IDENTIFICATION OF DRIVER BY REGISTERED OWNER form on the back of the Notice COMPLETELY and mail it to the Court at the address in the WRITING TO THE COURT section below. Include a photocopy of your Driver License, a recent and original photograph and any information regarding the identified driver. **Do not submit bail at this time.** Providing this information will **NOT** result in the *automatic* dismissal of the citation. If the information on the identified driver is complete, accurate, and matches the images enclosed, your citation will be dismissed and another reissued to the identified driver. If the information is not accurate, the citation will remain in your name until the Court receives the correct information.

JUVENILES: IF YOU ARE UNDER 18, your parent or guardian must accompany you when you appear in court. You will be notified by the Juvenile Court of your court date.

WRITING TO THE COURT

When writing to the court, always include your citation number and driver license number on all payments and correspondence. **DO NOT SEND CASH BY MAIL** - send check or money order. Send correspondence via registered or certified mail, postmarked no later than fifteen (15) business days after the "date mailed" shown on the front of the citation to:

Superior Court of California
County of San Francisco Traffic Division
Attn: Red Light Camera Clerk
850 Bryant Street, Room 101
San Francisco, CA 94103

BAIL INFORMATION

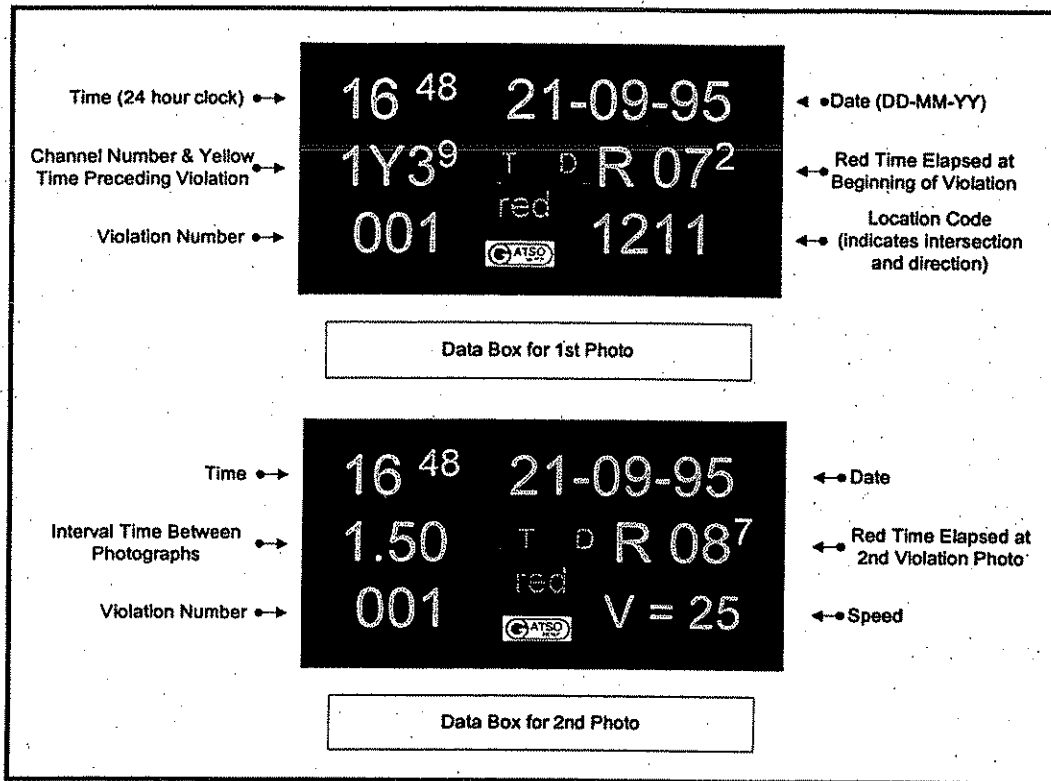
The "bail" is the amount you must pay or deposit for the charged violation. Make the check or money order payable to the SAN FRANCISCO SUPERIOR COURT. Write the citation number and your driver's license number on your check or money order. You may deposit the bail in person, by mail or by phone (415) 553-9400. If you have a court appearance and are found to be Not Guilty, the bail amount will be refunded. If you are found Guilty, the bail amount will be kept by the court and applied as payment on your fine.

VIOLATION IMAGE VIEWING

You may view the photographs of your vehicle at the San Francisco Superior Court, 850 Bryant Street, Room 101, San Francisco, California, Monday through Friday from 8:00 a.m. to 4:30 p.m. (except legal holidays). Picture identification is required.

You may obtain additional information from the City and County of San Francisco at www.ci.sf.ca.us/courts

Red Light Camera Data Block



Data Box from the first and second photographs of a violation sequence

STATEMENT OF TECHNOLOGY RED LIGHT CAMERA AUTOMATED ENFORCEMENT SYSTEM

The City and County of San Francisco has installed Red Light Camera units at intersections that have a chronic red light running problem, endangering both pedestrian and vehicular traffic. These Red Light Camera systems are designed to help enforce traffic laws by photographing the license plates and drivers of those vehicles that run red lights and sending citations of the violation by mail to alleged violators.

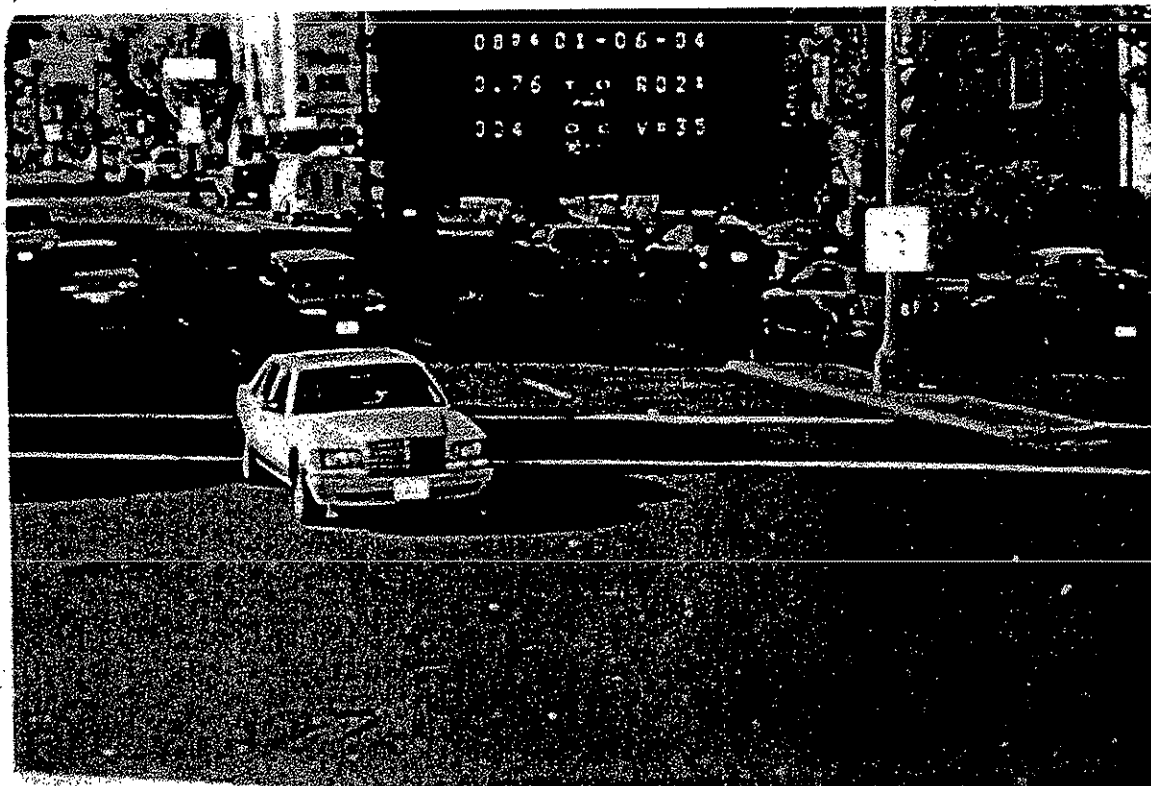
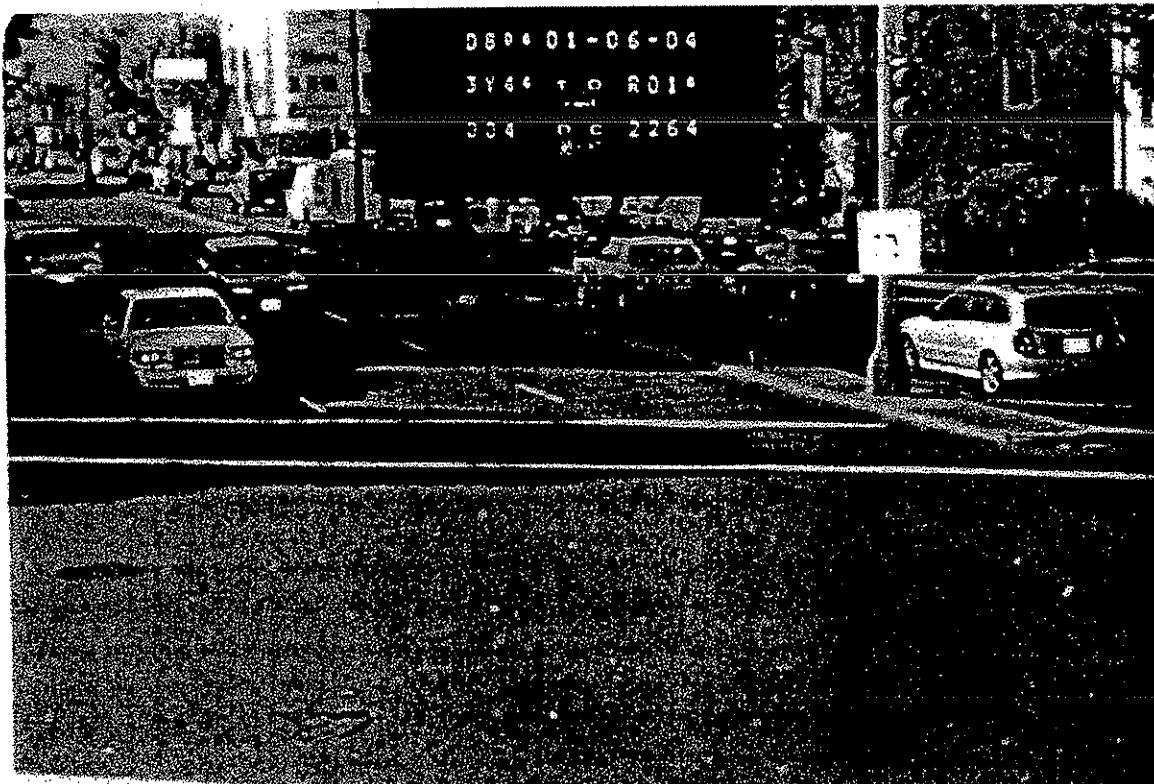
The Red Light Camera system uses a Schneider lens, a high-speed industrial camera, and a high-speed flash that are connected to and controlled by a computer. The computer is connected to the traffic signal and sensors embedded in the road. A locked and bullet-resistant housing protects the system from people tampering with it.

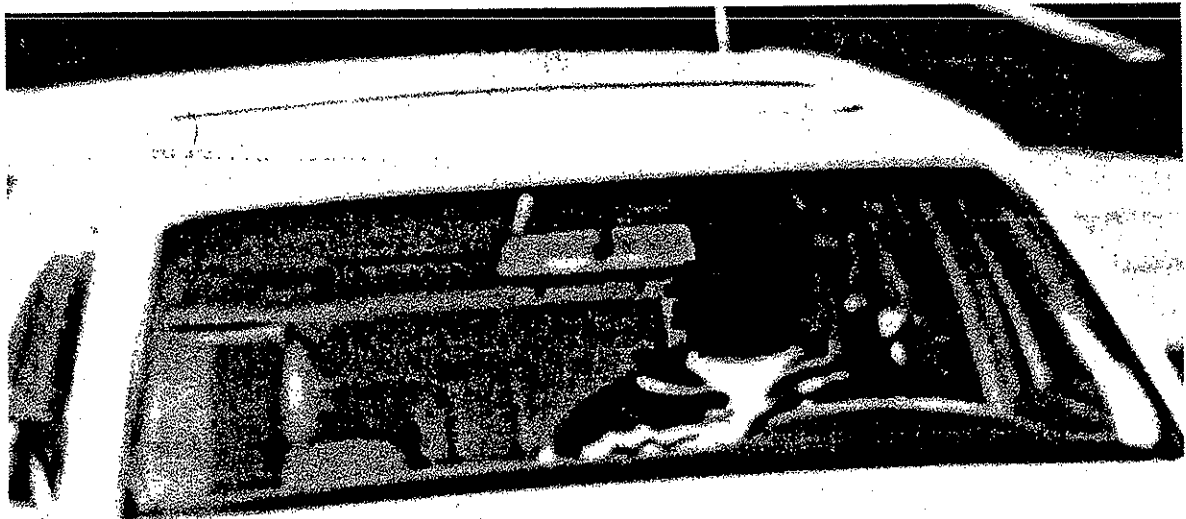
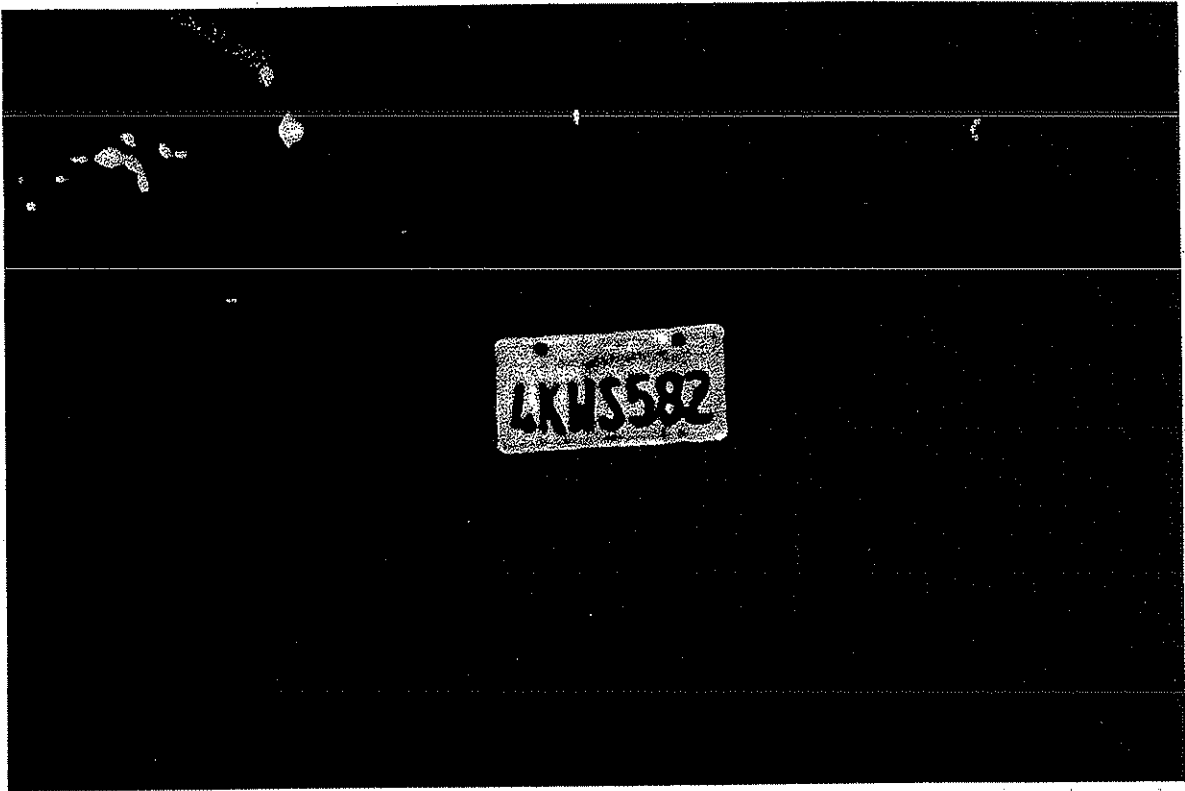
The Red Light Camera system is activated, and enforcement begins, when the signal light turns red. Once the signal light turns green, the system automatically turns off and enforcement ends. The system is designed so that it can only take a photograph during a red light and cannot take a photograph during a yellow or green light. In other words, the Red Light Camera system cannot take a picture unless and until the light facing the driver is red. The Red Light Camera continuously monitors the traffic signal and allows for 24-hour enforcement.

The Red Light Camera system is programmed so that drivers who enter the intersection on a green light and find themselves in the intersection as the light turns yellow or red are not photographed. This system is designed to catch only those violators who enter the intersection after the traffic signal has turned red.

Once a vehicle passes over the sensors embedded in the road, the camera takes two photographs. The first photo shows the vehicle entering the intersection. The second photo shows the vehicle proceeding through the intersection. Trained technicians view each photograph to ensure a violation has occurred and that someone did not simply stop late. Two different technicians view each photograph to ensure accuracy. Special scanners are used to zoom in on the license plate and read the plate clearly.

If a violation has occurred, an authorized individual obtains the name, address, and identifying information of the registered owner from the California Department of Motor Vehicles, based upon the license plate of the vehicle which has been photographed. A San Francisco Police Officer reviews and signs the citation which contains four (4) digital images of the violation photographs. Then the signed citation is sent to the alleged violator. The four digitized images show: a full view of the first photograph; a full view of the second photograph; a close-up of the license plate; a close-up of the driver.





Appendix D
AFFIDAVIT OF CUSTODIAN OF RECORDS

Citation Number:
Defendant's Name:
Date/Time of Violation:
Place of Violation:
C.V.C. Section(s) Charged: 21453A

Pursuant to California Vehicle Code ("CVC") § 21455.5, the City and County of San Francisco (the "City"), in co-operation with the San Francisco Police Department, operates an automated enforcement system. ACS State and Local Solutions has a contract with the city to maintain the automated enforcement system.

I, _____, am the duly authorized Custodian of Records for ACS State and Local Solutions, and have the authority to certify these records. I certify that the copies contained in this packet are true copies of business records of ACS State and Local Solutions. These records were prepared by personnel working under the direct supervision of ACS State and Local Solutions in the ordinary course of business. In the case of citations with the prefix ZB, ZC, or ZD, the citations were issued to the defendant pursuant to the execution of an affidavit of non-liability by the company or individual that is the registered owner of the vehicle.

Contained in this packet are the Field Service Technician Logs of ACS State and Local Solutions. The field technicians collect the film and memory cards from the red light cameras three times a week, and deliver it to an independent film-processing lab. While picking up the film, they also inspect the system for problems and perform regular maintenance. The field technicians have received extensive training in the field, in addition to two days of classroom training, consisting of theory and hands-on practice. The field technicians inspect the computer cabinet and certain read-outs and displays that are designed to indicate if the system is performing correctly. The log reflects the facts and events as they were observed during the inspection. The technician documents that the camera system, including the loops, has been thoroughly checked and is operating properly. The entries in the Field Service Technician Logs are routine, and technicians have developed habits in gathering and reporting this data.

In addition to the Field Service Technician logs, a set of images captured by the photo enforcement system has been submitted. These images were printed from the actual images downloaded from the camera saved from the developed film. These images were reviewed by trained technicians working under the direction of ACS State and Local Solutions in the normal course of business at or near the time the registered owner's Notice to Appear was created. The technicians who inspect these photos have had extensive on the job training. Personnel assigned to this process use a desktop computer to view the film through internally developed software that works in conjunction with a film-scanning machine. This process allows the employee to enlarge and enhance the electronic image without altering the negative or film. Personnel review the documents to determine if they meet criteria set by the Department of Parking and Traffic in the Contract Business Rules to determine whether a violation occurred. The sole purpose of these photographs is to provide the court with violation images. Two photographs are taken of the intersection: one of the vehicle prior to its entering the intersection, and one while the vehicle is in the intersection. The close-up images of the driver and the license plate of the vehicle are enlarged from these two photographs.

Pursuant to CVC § 40518 a Certificate of Mailing is enclosed showing that a Notice to Appear was mailed to the registered owner within 15 days of the alleged violation. Through a computerized interface, ACS State and Local Solutions accesses DMV records and matches the license plate of the photographed vehicle with a DMV record for vehicle registration. ACS State and Local Solutions then accesses DMV records to match driver's license information with the vehicle registration information. The DMV data and the photographs taken are then reviewed by the technicians who determine whether additional criteria set forth in the Business Rules are met. If so, then based on the current address of the registered owner of the vehicle on file with the DMV, the Notice to Appear is prepared. The Notice to Appear contains the name and address of the person, the license number of the vehicle, the violation charged including a description of the offense, and the time and place when and where the person may appear in court. The citation is then presented to the San Francisco Police Department where an officer reviews the information and decides whether to issue the citation. If the information is approved, the officer signs a pre-printed citation, and returns all the information back to ACS State and Local Solutions for processing and service of the citation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at San Francisco, California.

Appendix E
MONTHLY VIEWING REPORT

Appendix F
SYSTEM REQUIREMENTS FOR SUPPLIED EQUIPMENT
AND TECHNICAL SPECIFICATIONS

Under DPT direction, Contractor shall assume administration and maintenance of the existing Red Light Photo Enforcement System currently in place in conformance with the following requirements and technical specifications at each of the enforced intersections immediately following notification to Contractor of the certification of this Agreement, and diligently perform the tasks outlined in this Agreement until such time as specified by this Contract.

A. System Requirements

1. The Photo Enforcement System

- a. The Photo Enforcement System shall incorporate a red light camera enforcement system proven in continuous on-street service for capturing red light running violations for a minimum of six (6) months.
- b. The System shall be capable of identifying vehicles traveling through a signalized intersection or left turn traffic signal; and taking no less than two photographs of the front view of each vehicle violating the traffic signal.
- c. The System shall be installed so that each violation can be recorded by the camera at all times of the day, during different seasons of the year, and under varying conditions of sunlight and shadowing, and at night. The photograph shall incorporate the following views:
 - (1) Front views of vehicle
 - (2) Characters and numbers of reflective and non-reflective license plates
 - (3) Superimposed Data Information (date, time, seconds light is red, locations)
- d. The system shall be fully suitable and functional for unattended use, under all weather conditions.

2. Power and other connections

- a. Any interface between the Image Processing Unit and the traffic signal equipment shall be coupled so that there is no interference with the operation of the traffic signal equipment. Power and signal phase current shall be fused at a rating no higher than 10A.

3. Housing and Poles

- a. If attaching enforcement equipment to existing City equipment then all attachments shall comply with City standards.

4. Cameras

- a. The camera shall provide high resolution images of the driver, front license plate, and vehicle making the violation so that the San Francisco Police Department can clearly identify the driver and plate number.
- b. At least two images clearly depicting the driver of the vehicle and vehicle license plate shall be taken for each violation. These images shall depict the violation at the following moments:
 - (1) The vehicle behind the stop line when the light was already red.
 - (2) The vehicle in the intersection violating the red light.
- c. Should the cameras be rotated amongst housings, Contractor shall rotate cameras from one location to another on a schedule agreed to by the parties. Five business

days before the first day of every month, Contractor shall submit the rotation schedule to DPT. If DPT does not notify Contractor of revisions within five (5) business days, the rotation schedule shall be deemed approved. Notwithstanding the above provisions, DPT can request Contractor to revise the rotation schedule at any time, and Contractor shall effectuate such revisions within two (2) business days.

5. Image Processing Unit

- a. The Image Processing Unit shall be capable of counting the number of violations and traffic volumes.
- b. If digital imaging is used, the Image Processing Unit shall be able to provide a live motion video, or retrieve a snap shot image or equivalent, of the intersection to allow for remote intersection surveillance of the intersection from a centralized traffic management center.
- c. The Image Processing Unit shall provide the capability to calculate and monitor vehicle speed, so that violations may be recorded only when vehicles have entered the detection zone during the red light and are exceeding a user specified minimum speed. The minimum speed shall be adjustable to the nearest mile per hour.
- d. The Image Processing Unit shall record data information pertinent to each violation.

6. Flash

- a. The flash unit shall be capable of providing adequate illumination for capturing violations under all light and weather conditions:
 - (1) For an area of up to three traffic lanes or approximately 40 feet wide at a distance of up to 150 feet.
 - (2) At varying levels of ambient light conditions.
 - (3) For both the first and second violation photographs.

7. Vehicle Detection

- a. The detector system shall be speed and direction sensitive.
- b. The System shall be capable of detecting each lane separately, and identifying which lane triggers any violation photographed.
- c. Inductive loops, if used, shall conform to SPECIFICATION 02890 §2.14 INDUCTIVE LOOP DETECTORS. Video detection loops, if used, loops shall conform to specification 02890 § 2.15 VIDEO DETECTION SYSTEM (as contained in RFP, Appendix D, Standard Specifications Section).

8. Cabinet

- a. Should a new Cabinet be required, Cabinet shall be the smallest cabinet available that can house the necessary equipment and provides a reasonable amount of working space.
- b. Should the contractor need to access the existing Traffic Signal cabinet, they shall comply with plans and requirements within SPECIFICATION 02890 for performing work.

9. Maintenance

- a. The Image Processing Unit shall be designed so that malfunctions can be easily identified and debugged. It should provide, at a minimum, these features:
 - (1) Perform self test on the photographic unit and flash.
 - (2) Simulate a violation being recorded for testing purposes.
 - (3) Provide warning lights and error messages for selected malfunctions.

- (4) Record date and time of camera shutdown in the event of a malfunction or when image storage device is at capacity.
- b. The Contractor shall inspect and test System Equipment on a routine basis to verify that they are in working order.
- c. Contractor shall keep in its files the original Field Technician Service and Inspection Logs for use as evidence as required by the Court.
- d. Maintenance logs regarding the camera shall be provided for each hearing, or, in the alternative, available upon request.

10. Policy on Loop to Loop Pitch Measurement – Vehicle Detection

All vehicle detection equipment used as a part of this System shall be installed and operated to the satisfaction of the Executive Director of DPT or his or her designee. DPT shall have the right to inspect, confirm, specify, and approve all installation, removal, relocation, and modification to any and all System Equipment including vehicle detection equipment used in this Agreement. The following policy shall govern the use, installation, removal, relocation and any modification to any vehicle loop detector used in this System.

There are two critical measurements, referred to as pitch measurements. First, is the center-to-center distance between the loops, that is the pitch measurement. Second, is the measurement distance from the stop line to the leading edge of the second detection loop. In all cases where vehicle detection loops are used as a part of this System, these specifications shall be used.

The shortest pitch dimension, where more than one pitch measurement may be applicable, shall be used for the camera unit setting (that is, in order that the measurement be in the favor of the motorist). This policy shall govern all vehicle detector loop installations under this Agreement. If any unusual vehicle detector loop configurations occur due to intersection geometrics, or if loop removals, relocations, or modifications of any kind are encountered by Contractor or found to be necessary under this Agreement that fall outside of this specification, Contractor shall immediately notify DPT and provide a recommended installation specification for approval by DPT.

In all cases, Contractor shall seek and obtain DPT permission for all vehicle loop detector installation specifications or modifications that may fall outside of these criteria before beginning, continuing, or restarting enforcement mode.

Contractor shall make every effort to ensure that installation of all vehicle detection equipment is in accordance with the accepted design plans. Any variance between the designed location of vehicle detection loops and the actual installation of such loops shall be noted on the As-Built plans. Camera unit and measured detection loop pitch values shall both correspond to design values but in no event shall exceed 1% between the measured values and those input to the Camera unit.

At those intersections where two sets of loops (i.e., one set for traffic control and one set for photo enforcement) are in place making it difficult to determine with certainty which set of loops are currently operational for the photo enforcement system, all As-Built drawings shall be maintained so that the operational loops can be readily identified. Abandoned loops must be intentionally cut on two sides so that it is clear that the loops have been abandoned as well as to eliminate any possibility of loop to loop crosstalk.