

opposite direction of travel, CrossingGuard uses camera 4 as the Tracking Camera. But in this case, camera 3 becomes the Violation Close-up Camera, and camera 2 plays the role of the Signal View Camera. Cameras 2 and 3 do "double-duty"; their field of view and operation are dynamically controlled by CrossingGuard, dependent upon the direction of travel in which the system sees the violation occurring.

### 2.G.2.c EQUIPMENT ROTATION AT INTERSECTIONS

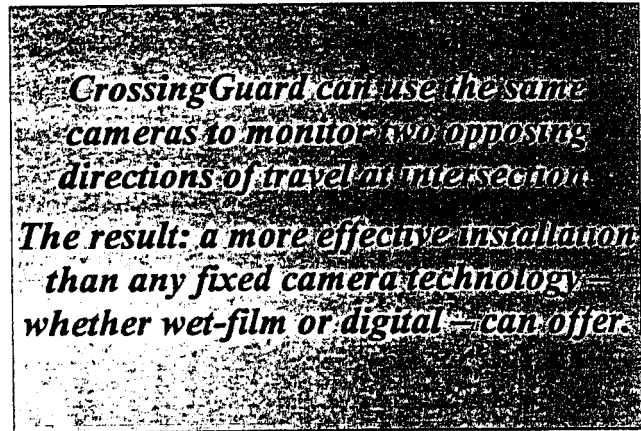
A common practice with other red light camera systems is to "rotate" a camera through several intersections. Each intersection is equipped with a camera housing. When driving through an intersection equipped with a camera housing, motorists are unable to tell if a camera is actually installed at the intersection or not. This practice is claimed to maintain an effective deterrent, even when the equipment is not actually in place at the intersection to deliver round-the-clock enforcement.

The practice of camera rotation has been introduced and makes sense for those enforcement systems that require expensive high resolution cameras. Because of the high cost of such equipment, a city or town simply may not be able to afford true 24 hour-a-day 7 day-a-week enforcement for all of its high risk intersections and approaches.

By contrast, CrossingGuard uses much more affordable NTSC video cameras. There is no cost advantage to moving them from an equipped intersection. If desired, the RoadSide Station may be "rotated" from intersection to intersection. As in the case of camera rotation, motorists would be unable to tell whether a particular traffic cabinet at a CrossingGuard-equipped intersection had a RoadSide Station within it or not.

However, the consequence of moving automated enforcement equipment from one intersection to another, is that, at the "disabled intersection", no violations are being detected and ticketed. Further, no other additional CrossingGuard functionality (e.g., collision avoidance) is available. The intersection is an empty shell that no longer delivers true 24-hour-a-day violation enforcement or the protection of all the other CrossingGuard safety features.

## 2.H EQUIPMENT MAINTENANCE



### 2.H.1 REMOTE MAINTENANCE AND TESTING OVER NESTOR COMMUNICATIONS NETWORK

The Nestor Communications Network enables NTS to access real-time equipment performance information on each CrossingGuard RoadSide Station and each camera installed at CrossingGuard-equipped intersections. This real-time communications capability enables NTS' in-house engineering and support specialists to access and test PC and camera functions to ensure proper performance as well as to perform an assessment of any equipment problems and detailed diagnostics in the event of malfunction.

Every 10 minutes, a remote software "AutoTest" is performed on each CrossingGuard RoadSide Station. This AutoTest confirms to the NTS Operations Center that the machine is up and running and that the network communications link to the machine is operational. Additionally, the AutoTest function can report a number of machine component problems, identifying, for example, if there is a problem with a RoadSide Station image capture card. The frequency of this testing ensures that problems with a RoadSide Station can be speedily determined, with minimal impact to enforcement operations. The level of diagnostic information it provides assists Customer Support staff in rapidly assessing and correcting the problem.

In addition to AutoTest, on a regularly scheduled basis, NTS Operations Center staff directly access camera images to confirm that the field of view is correct and that the camera equipment and associated RoadSide Station image capture functionality are

*Remote, "real-time" equipment monitoring from the NTS Operations Center ensures rapid problem identification, remote troubleshooting and speedy problem resolution. Numerous corrections can be made remotely, and when local maintenance is required, support personnel lose no time correcting a problem that has already been diagnosed.*

working properly. Additionally, NTS Operations Center staff perform regular system checks throughout the day to confirm that violations are being properly received from RoadSide Stations and automatically entered into the CitationManager violation database.

The ability to perform all these tests remotely, through the assistance of the Nestor Communications Network, provides for rapid problem identification and correction, with a minimum of maintenance downtime.

With the remote diagnostic tools at NTS' disposal, equipment failures can be diagnosed down to the level of component modules. Armed with the information that there is an equipment problem, the nature of the problem and the required problem fix, NTS' local equipment support contractor can be dispatched to the site with the proper equipment, ready to implement a repair/replacement. The online monitoring and rapid remote diagnosis of equipment failures ensures the quickest possible response and correction of the problem.

## 2.H.2 EQUIPMENT CALIBRATION

Routine equipment calibration includes automatic and regularly scheduled synchronization of the CrossingGuard Server PC clock, in accordance with DOT standards, through a serial connection to a WWVB receiver that receives time data from the

national clock provided by the National Institutes of Science and Technology. A synchronizing time signal is sent to each of the RoadSide Stations. The CrossingGuard performance log automatically registers the time when this synchronization takes place. The synchronization frequency is designed to occur multiple times during each day to prevent any significant clock drift on the part of any of the computers in the CrossingGuard system.

Configuration files that are generated by the user in the process of defining the field of view for each of the RoadSide Stations contain information that affects the system's calculation of vehicle speed. The system automatically archives any configuration file that has been used by the system and will automatically log the time at which the configuration file was applied. Camera mount calibration is not required unless the camera mount or camera unit is replaced.

## 2.H.3 REGULAR ONSITE MAINTENANCE

An annual inspection is recommended for the camera assemblies and computer systems, at which time camera calibration will be checked and computer system filters will be cleaned or replaced. This service is included with the Standard Maintenance Plan.

Since visibility can be impaired when the transparent protective camera domes become dirty, external cleaning of the domes is recommended four times per year. Lamps used to illuminate vehicles may be replaced at the same time to prevent demand-driven lamp replacement, which is predicted to be required 2-3 times per year. NTS performs most routine maintenance through its local dealer.

## 2.H.4 MAINTENANCE LOGS AND REPORTS

CrossingGuard automatically logs the results of the system AutoTests done routinely throughout the day. Additionally, the periodic tests done by NTS Operations Staff are also logged, becoming part of

the record that establishes proper system operation in support of citation challenges in court.

Logs of all equipment service and any equipment maintenance are maintained in a separate maintenance log file, where entries are made by the technician at the time the equipment is serviced. The equipment maintenance log file is queried on a regular basis to produce monthly reports detailing numbers and types of malfunctions, as well as the average days to repair and days lost due to malfunction. These reports will be available to the courts to document proper equipment operation as needed for court support.

### 2.H.5 WARRANTIES

All equipment comes with a one-year warranty from the date of completion and acceptance by the client. All the manufacturers' warranties for equipment purchased by the client are assigned to the client. To the best of its ability, NTS will repair or replace any malfunctioning or inoperable equipment as soon as possible after notification by the client. Extended warranties are available under equipment leasing programs.

### 2.H.6 REPAIR - 24 HOUR RESPONSE

Should a hard failure occur in a computer system, the standard maintenance plan provides for arrival on-site before the end of the next business day to repair or replace the failed component.

### 2.H.7 UPDATES: A COMMITMENT TO PROVIDING THE BEST IN PROVEN TECHNOLOGY

NTS is committed to providing the best technology available to keep the CrossingGuard system functioning at superior performance levels. All maintenance plans include automatic software updates. Software updates will provide all new general software releases. NTS or a qualified NTS local dealer representative will perform all software updates. Many of the software updates can be performed online, via remote transmission from NTS' facility to the client's RoadSide Stations over the Nestor Communications Network.

NTS continues to track and drive improvements to CrossingGuard-related technology. As an example,

NTS has recently begun shipping a new generation of video camera from Sony. This camera has extremely high sensitivity to low levels of light. NTS acquired the camera and performed extensive testing of its capabilities both in-house and at the Company's test installation in Rhode Island. This testing included the development of new software to dynamically control low-level camera functions. Once the camera and new software had passed extensive testing, NTS made it available for use in new CrossingGuard field installations and upgrades of existing installations. This new technology brings substantially improved levels of effectiveness to nighttime violation image capture.

NTS is committed to an update program that keeps its CrossingGuard installations at the leading edge of new technologies with proven track records of performance.

## 2.I USER TRAINING

Training of client personnel will be scheduled to occur once CrossingGuard equipment has been installed (for some minimum number of intersections) and once the processing operations setup has been completed. (Note that training can and usually will occur before installation is complete at all intersections designated by the client.) NTS trainers are experienced in software instruction, having conducted numerous seminars and training classes on NTS technology and products.

NTS provides a comprehensive training course geared to those software functions, which the client

***NTS is committed to an ongoing program of development, integration and testing of the latest advances in cameras, communications, computer hardware and software, ensuring that CrossingGuard customers enjoy the best in field-proven technology for automated red light traffic enforcement and safety.***

elects to install. Depending on the scope of these

functions, the training course can run from 1-3 days, and consists of a combination of classroom lecture as well as hands-on laboratory exercises, appropriate to the level(s) of expertise required for each operator.

Examples of training course content include a general introduction to CrossingGuard principles of operation, specific instructions on user interface and operations tasks, as well as an introduction to higher level functions including data analysis, image capture from video, camera control, startup, troubleshooting, recovery procedures, chain of evidence custody, court preparation, questions and answers.

Beyond training provided to the CrossingGuard system users, NTS will also conduct up to two workshop-training sessions for court personnel. By taking officers through the details of the operation of CrossingGuard and the process of electronically preparing citations from the violation video data, NTS will provide them the training they need to knowledgeably adjudicate contested tickets. NTS will provide all necessary visual aids for equipment and process description, and will review the types of questions or challenges that motorists can raise and the simple, clear responses that can address them.

As appropriate throughout the program, NTS will offer training update seminars for client personnel and court staff. These seminars will deal with any new issues that arise through motorist challenges or technology upgrades. Further, the seminars are an opportunity to share information on how similar court-related issues and responses are handled in neighboring jurisdictions. Additionally, NTS will host periodic user groups to exchange such information, so that clients can learn directly from the experience of other users and jurisdictions.

### 2.1.1 TRAINING MATERIALS AND DOCUMENTATION

NTS provides training materials as required to support the client in the function and system operations to which they elect to have access and responsibility. The training materials consist of

- operating instructions and procedures
- tutorial material
- application reference guides for operators

- problem resolution materials including troubleshooting and recovery procedures

The CrossingGuard User's Guide details all operations of the CrossingGuard RoadSide Station and CrossingGuard CitationManager functions related to final citation review and approval. A System Troubleshooting Guide is also provided and reviewed during the training course.

## 2.2 CITATION PROCESSING

NTS offers a complete program of turnkey services for violation review, citation preparation, citation approval and citation mailing, custom-tailored to meet client needs and legal requirements. NTS' full service support program is available to provide the highest quality of service to ensure a successful and smoothly operating red light camera program.

For the CrossingGuard program for the client, NTS will provide all citation preparation and processing services. Violation image data will be relayed from the monitored intersections over the Nestor Communications Network to NTS' Operations Center. There, violation data will be reviewed, DMV information retrieved, and citations prepared. Approved citations will be printed and mailed by NTS' citation service provider (CSP). Figure 16 provides an overview of the steps involved in preparing, approving and mailing a citation.

Electronic access to all citation files and associated violation video will also be available for public review at the City's facility. Optionally, NTS can provide equipment for viewing citation files and videos at additional "walk-in" sites in the city.

Additional processing services provided by NTS include a toll-free number for citation inquiries and violation viewing scheduling. NTS will provide the client monthly program management reports and, as required by the courts, expert witness testimony.

# VIOLETION PROCESSING

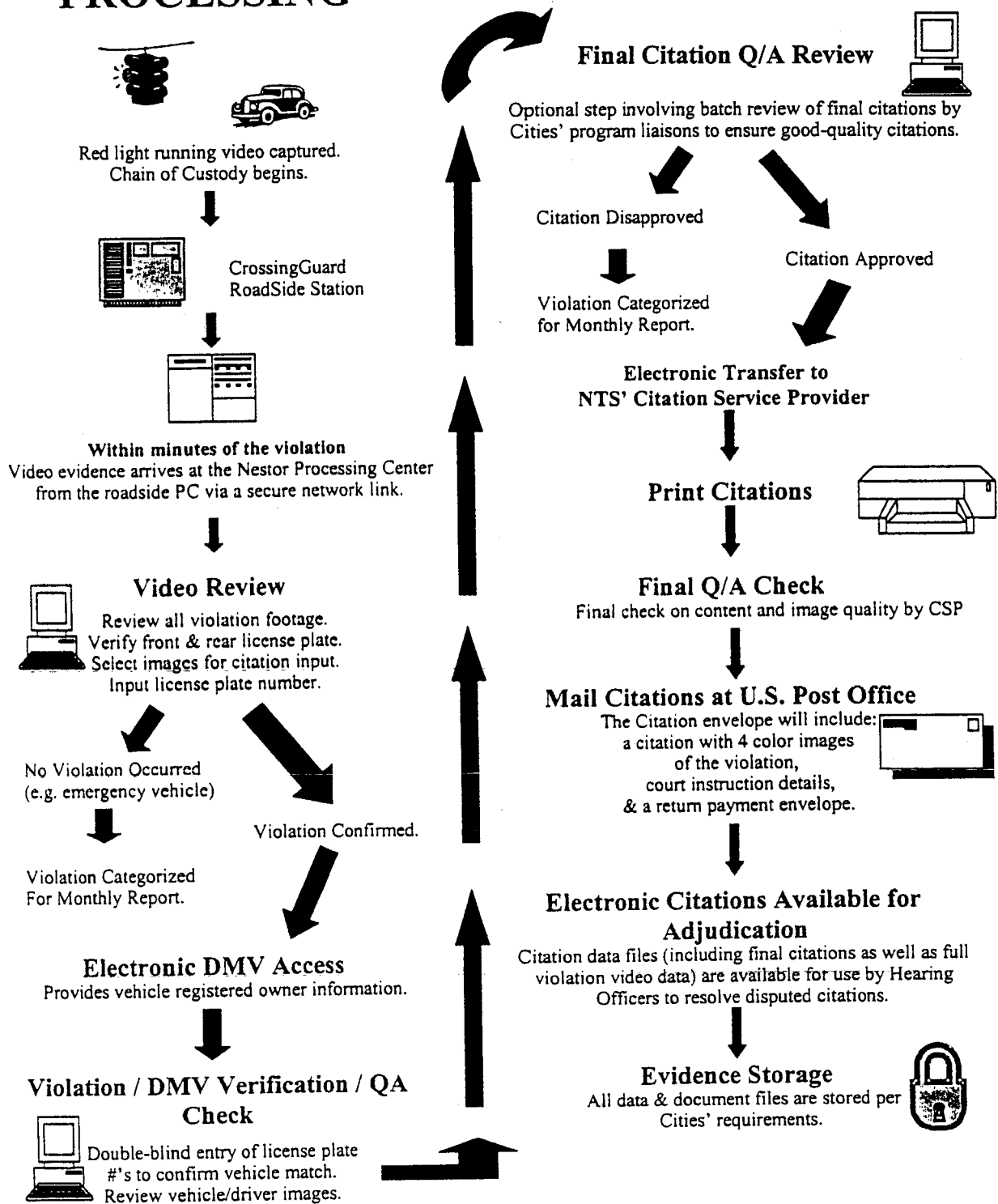


Figure 16 Citation Processing Steps

## 2.I.1 CROSSINGGUARD BACKOFFICE

### SOFTWARE

NTS' CrossingGuard back-office CitationManager software provides the video and chain-of-evidence management tools needed for efficient and effective citation processing services. CitationManager is a distributed software environment that implements the steps of violation review, registration (i.e. license plate) information entry and DMV information retrieval as task building blocks in a modular workflow design. The flow, sequence and assignment of tasks can be adapted to the particular requirements that the client may have for citation processing services and chain-of-evidence handling.

The CitationManager software executes on a stand-alone CrossingGuard PC Workstation or on a network of such workstations providing support for multiple users simultaneously. Access restrictions are easily implemented through a facility that maintains an authorized list of users (who must supply a password to access the environment), their passwords and list of authorized access privileges.

### 2.I.2 VIOLATION REVIEW

When a violation video sequence and associated data is transmitted from the intersection, it is given a unique identifier and stored in the CrossingGuard CitationManager database. As soon as it is received, it is available for review by authorized program users.

CitationManager provides a GUI-based environment to view "instant replays" of the violation video on screen to determine if a violation occurred. Easy-to-use VCR-like controls allow the reviewer to play, pause, advance frame-by-frame or rewind and replay the video to determine exactly what happened to verify that a violation has occurred and a citation is

***NTS can perform direct, online DMV information retrieval for all California license plate inquiries.***

warranted.

NTS Operations Staff will be guided in their violation review by a set of "Issuance Criteria" that the client will define for use throughout the program. These criteria will serve as guidelines to ensure consistency and fairness in the violation review process.

***Working with the client, NTS will define Issuance Criteria to ensure fairness and consistency in the violation review process.***

In CitationManager, violation review creates a violation data record that contains, among other information, the unique identifier of the video sequence. The date of review and the name of the user who conducted the review are automatically included in the violation record. Importantly, all violation records, including those categorized as "no violation occurred", are preserved and recorded in monthly management reports to the client.

Violations can be processed as they are received, or batched for subsequent review at designated timeframes. The frequency of review will be determined, at least in part, by the client's target average time interval between violation and citation issuance and daily citation volumes.

### 2.I.3 ACCESS TO DMV RECORDS

NTS has direct online access to the California DMV. Additionally, working through its Citation Service Provider (CSP) and their existing agreements with DMV's in all fifty US states plus Canada's ten provinces and three territories, NTS has access to all out-of-state DMV records. In compliance with all state regulations, NTS will access and retrieve all DMV information needed for citation issuance.

CrossingGuard CitationManager provides support for electronic retrieval of California DMV information. NTS will submit DMV requests consisting of a batch of electronic records. These requests will be returned with an electronic file containing registered owner information for the

vehicle tags requested. Once vehicle registration and driver license information is received, this data is automatically incorporated with the citation data (images, license plate, violation-specifics etc.) already in the CitationManager database to create a complete citation record.

***NTS can perform DMV information retrieval for all license plate inquiries.***

The citation record is then subjected to a second review for quality assurance purposes to ensure that all information has been accurately extracted and merged. The quality assurance process involves a second, independent entry of the license plate information from the image data, review of matching DMV information and review of final prepared citation – with all image content as it will appear in the citation – prior to final citation approval.

#### 2.J.4 FINAL CITATION APPROVAL

The citation approval task is reserved for City law enforcement officers. Using a CrossingGuard Workstation at their facility the client can remotely access CrossingGuard prepared citations to review all images and data, and make final “Accept/Reject” decisions, affixing an “electronic signature” to the file for approved citations. In addition to storing the final decision, CrossingGuard software will store with each citation record, the identity of the reviewing officer as well as the time and date of review.

#### 2.J.5 CITATION FORMAT

A citation form will be generated subject to Court approval and in the format required by California law. The form will contain all required information about the actual violation, the registered owner/driver information, color copies of the image frames depicting the alleged violation, payment information, etc. (Please see Section 3.) These citations will contain at a minimum the following:

- Issuing Agency, phone number and description

- Violator’s name and address
- Vehicle state and license plate number
- Citation number, issue date, and issue time
- Location of violation
- Mailing date of citation/notice
- Violation description
- Delinquent due date
- Instructions for clearing/contesting citations
- Consequences of late payment or no payment
- Mailing address for payment
- Non-postpaid return envelope
- Payee name

The citation forms are designed as a database report. Changes to the content, format or design, can be easily accommodated as client requirements change.

#### 2.J.6 CITATION ISSUANCE (MAILING)

Once a batch of citations has been approved, it is ready for mailing. Citations are laser-printed in color. NTS provides citations, envelopes, return envelopes, including postage, and all functions related to the preparation and mailing of citations per CVC requirements.

#### 2.J.7 DELINQUENT NOTICE ISSUANCE

As an optional service, NTS can provide processing support to send delinquent notices to those violators for whom such notices are appropriate. NTS will work with the client and/or Court to establish the conditions under which such second notices are to be generated. For example, such notices may be sent to those who have not paid or responded within a fixed time after the issuance of the original citation. They can also be sent in the event of bounced checks (adding, at the client’s option, a returned check charge). As an option, second notices can also be generated upon notification of name/address changes.

#### 2.J.8 CITATION PROCESSING TURN AROUND TIME

CrossingGuard’s technology ensures that all the evidence needed to review a violation is available for processing within minutes after the occurrence. The

NTS Operations Center is staffed to ensure that violation review occurs promptly once the evidence

***With CrossingGuard's real-time transmission of violation evidence and online access to CA DMV information, citations can be mailed on the same day as the violation.***

is received. For California violations, where NTS has online access to the DMV, turnaround time for accessing state DMV records occurs with all the speed of electronic data transfer. Assuming the City implements a responsive timeline for violation review, it is possible to issue citations on the same day as the violation is committed. Generally, citations are mailed no more than 2 days after the violation. NTS is committed to providing accurate and efficient processing services to the client and will continue to streamline its processes of review and DMV information retrieval to keep the length of time between violation occurrence and citation issuance as short as possible.

### 2.1.9 INFORMATION SECURITY

The NTS Operations Center as well as the citation printing and mailing facilities of our CSP contractor offer physical security to ensure only authorized access to areas where citation information is received and processed. Software security includes network and application password protection, with user privilege restrictions that prevent unauthorized data retrieval from the citation database and to limit access by communication port and specialized function. All persons entering data into the system have their own unique passwords that allow them access only to those functions for which they have received prior authorization. Each transaction is entered with an indication of who entered the transaction. Any security violations will be reported to the client upon discovery.

### 2.1.10 PROCESSING OPERATIONS/ ADMINISTRATION SET UP

Tasks and milestones related to setting up the citation processing operations are identified in Table 7. With the information obtained at the Program Launch Meeting, NTS will summarize the program administration, citation review and processing tasks for which the client elects to be responsible. The workflow modules of the CrossingGuard CitationManager software will be architected to support the client in tasks they elect to perform. NTS will also document the particular responsibilities of the client in the program- documentation provided as part of the training class.

Other tasks involved in setting up the citation processing services will culminate in milestones for final citation form approval, completion of bank deposit arrangements, the "800" customer service number going operational, successful testing of DMV information access, the generation of sample citations and setting up the local customer support office.

#### **PROCESSING OPERATIONS SETUP**

1. Create account processing database for client
2. Customize software workflow for client citation approval
3. Document client authorization and data archiving procedures
4. Prepare custom training materials
5. Design citation form and submit for client approval
6. Review procedures for deposit of citation fees
7. Setup bank account for client
8. Setup 800 number hotline (review and approve script)
9. Arrange for and conduct test of DMV information access (where needed)
10. Set up local customer support office.

Table 7 Tasks for Setting Up Citation Processing Services

As necessary, NTS will contact the state DMV to review information retrieval procedures and to schedule a DMV information retrieval test to occur during the setup and testing of the citation processing services.



## 2.K PAYMENT PROCESSING (SERVICE OPTIONAL)

At the client's option, NTS can provide payment-processing services to the client including direct pay to the court, a deposit account with a local bank or through NTS' Citation Service Provider. Details of the arrangements for direct pay or deposit account processing will be determined with the court or the local bank. We describe below the payment processing services offered through our Citation Service Provider (CSP).

Citation tracking for payment processing purposes begins once a citation is mailed by the CSP. The CSP's citation-tracking computer database contains all citation information necessary to allow the CSP to handle telephone inquiries into the status of the citation and payments on the account.

Procedures for payment processing contain audits and controls to ensure accountability of all transactions and moneys from their source through final resolution and archiving.

The CSP's citation collection service includes daily pickup of mail from a local P. O. Box. Payments received at the CSP will be processed and deposited into the client bank account. Records of payment and other disposition information will be entered into the computer system as payments are processed to provide up-to-date inquiry ability for the client. Information on local payments by walk-ins will be transmitted electronically to the CSP.

At the CSP's facility, mail is sorted into batches by agency and postmark date prior to processing. The mail opening is done by at least two of the mailroom staff with supervisory monitoring.

As cash is received, it is immediately counted, noted, and forwarded to the supervisor with a request form for a CSP check. The supervisor counts the cash and verifies the amount against the check request form's payment amount. Upon verification, the supervisor prepares a check made payable to the CSP in lieu of the cash payment and sends the check back with the appropriate citation number(s) to the collection section for further processing. This procedure eliminates handling cash through the collection processing cycle.

As mail is processed in the collection section, the payment amount received is written on the source document (either the enclosed ticket or delinquent notice). The citation number is written on the check or if already present, the collection clerk will place initials next to the citation number verifying that it agrees with the number on the source document.

When a payment is received without a copy of either the ticket or the delinquent notice, it is examined to see if the citation number, vehicle license number or driver's name is on the check or included on a separate sheet. The collection clerk can bring up the citation information on an inquiry screen using the citation number, vehicle license number, or driver's last name. If the citation is retrieved from the database, the citation number, vehicle license number, amount paid, disposition code, and payment date are written on a disposition slip. The slip becomes the payment source document.

Payment source documents are separated into two batches: payments documents and source documents. Two separate adding machine tapes are run on each batch, one adding the payment amounts as shown on the source document and the other adding the check amounts. Both tape amounts must equal before the documents are processed further.

The checks are then stamped/endorsed with the client name and bank account number, if the batches balance. The collection clerk prepares the client bank deposits with the count and amount from the adding machine tape of each check batch. Once complete, the batch of documents is forwarded to the CSP's data entry department for posting into the computer system.

The source document batches, consisting of delinquent notices or original citations and disposition slips, are used by data entry to post the payments. The citation postings (payments) are entered online with tight controls to ensure that errors do not occur. The data entry operator verifies that the entered citation amount on the terminal screen equals the adding machine tape total amount attached to the batch. The data-entry operator receives a printout with relevant information about the batch (the data entry operator name and number, the paid date, the entered date, the batch count, and the total amount for the batch). This printout is attached to the batch and returned to the collection section for

balancing. After the data entry process, payment information is immediately available through the online inquiry system.

Should a payment be applied to a citation that is on a "hold" or "frozen" status, the payment will be posted as usual and the "frozen" status will remain, meaning that no further action will be taken with that citation until further updated. The exception to this would be if the payment amount were enough to close the citation, in which case it would be closed.

The collection clerk verifies the figures on the deposit slip with the appropriate data entry printout. If the documents balance, the deposit is ready for the bank. A CSP courier takes all bank deposits to each bank daily. The bank deposits are checked out and deposit slips are checked back in with a log sheet each day. The returned stamped deposit slip is filed with a copy of the matching data entry printout for future reference and another copy is sent to the client.

As part of the daily accounting done for the client, a daily detailed payment register is produced which is balanced to the total of the checks received during the day. This audit system, to be approved by the client Finance Department, is provided to insure the accountability of public funds.

NTS' CSP currently processes payments for many customers. In every case, payments are made out individually to each customer and deposited directly into their own separate bank accounts. The CSP provides reports for balancing and reconciling their accounts. Refund requests for overpayments will be forwarded to the client with all required paperwork.

If no payment is received on the second citation, the CSP's citation tracking system will continue processing the citation through the penalty phase, at which time the citation information will be returned to the client for further collection efforts.

Citations are updated with information regarding payments, dispositions, citations and delinquent notices being sent, penalties applied, etc. All information is kept in the citation record or posting records for auditing and accountability.

### 2.K.1 COLLECTION PRACTICES

NTS, in conjunction with its Citation Service Provider, provides initial collection and accounting

services to the client as part of its citation processing services. Collection efforts begin with the initial citation which includes payment instructions, amount due, due date, return envelope for payment, "800" number for payment questions or for Visa/MasterCard payments, and instructions for paying or contesting citations. Second citations will be issued for revised citation information received for leased/rented vehicles and address changes.

If contracted for by the client, citations that remain unpaid or uncontested for a client-specified period of time after initial citation issuance will receive delinquency notices including an appropriate delinquency fee to be determined by the client and consistent with legal statute.

Any citations remaining unpaid for thirty (30) days after the delinquency notice is mailed will be either turned over to the client or, at the Client's to a collection agency for further action.

Payments received will be deposited into an account in a financial institution to be agreed upon by the parties. Monthly reports will be prepared for the client providing a complete accounting of citations issued, paid, late fees paid, unpaid at end of period, turned over for further collection, etc. Periodic remittances will be made from the account to the client for the net amounts due from collected citations.

### 2.K.2 INFORMATION SECURITY

The CSP software offers security through passwords, lock-words, and restricted menus to prevent unauthorized data retrieval from the citation database and to limit access by communication port and specialized function. The CSP security also includes physical security at its processing site. The mailroom, where payments are received, is locked and can be accessed only by authorized personnel. Mail sorting and opening is done behind locked doors with supervisory monitoring. All persons entering data into the system (e.g. citation amount paid, date paid etc.) into the citation processor system have their own unique passwords that allow them access only to certain functions of the system. Each transaction is entered with an indication of who entered the transaction. Any security violations will be reported to the client upon discovery.

## 2.L CUSTOMER SUPPORT

### 2.L.1 TELEPHONE HOTLINE SUPPORT

Each citation will contain a phone number to call for information. This "hotline" will be a toll-free number staffed from 8:30 a.m. to 5:00 p.m. Monday through Friday, PST. At all other times, a recording shall provide the caller with hours of operation information. The toll-free number can be dialed from anywhere in the U.S. and Canada.

**Bilingual, toll-free hotline for customer service, Monday-Friday, 8:30 AM to 5:00 PM, EST.**

The toll-free number will be staffed by customer service representatives from the CSP, trained and able to answer questions from violators of a non-judicial nature (e.g., how/where to pay the citation, how to contest the citation, whether their payment has been received, scheduling appointments for evidence viewing, etc.) The toll-free number information is available in English and in Spanish.

**For citations issued in 1999, NTS collection rates exceeded 90%.**

### 2.L.2 ACCESS TO VIDEO EVIDENCE: SUPPORT FOR "WALK-INS"

At the client's option, NTS can provide additional CitationManager ReviewStations at designated "walk-in" centers for violators to view the violation video and citation evidence. These sites can be within the local police department(s) offices or at locations within the client central administration buildings. A violator can schedule an appointment via the toll-free customer service telephone number during a pre-determined City schedule.

Using a CrossingGuard ReviewStation PC at the walk-in center, alleged violators can view their violation video with the assistance of trained staff. (If the client chooses additional program support for walk-in centers, user training is provided for walk-in center support staff.) The ReviewStation PC executes CrossingGuard CitationManager software with

**CrossingGuard Documentary**  
*Summary of Phone Conversation Between Vienna, VA Police Officer and Violator*

**Motorist:** I'm calling because I got a ticket in the mail from your red light camera system. I just want you to know that I didn't run the light; I backed up in time.

**Officer:** Would you like to come down to the police department and review the video?

**Motorist:** You have a video?

**Officer:** Yes.

**Motorist:** I'll pay the fine.

*CrossingGuard is installed at three intersections in Vienna, VA.*

restricted privileges appropriate for viewing violation images/video.

The combination of capturing clear and convincing evidence of the violation and making that evidence easily and conveniently accessible to the violator for review prior to any potential hearing is an effective strategy for minimizing the impact of the CrossingGuard enforcement program on the courts or other adjudication process. NTS will be happy to provide additional information and pricing information on this optional capability subject to client interest.

## **2.M COURT SUPPORT**

### **2.M.1 VIDEO EVIDENCE IN COURT**

For those citations that are contested, NTS will prepare and provide a complete evidence packet for court support. The evidence packet will include a color printed copy of the citation, as mailed to the violator, as well as the associated digital video sequence from which the citation violation images were selected. This additional information will provide the court with the full visual context of the violation as captured by the CrossingGuard cameras. Further, the evidence packet will contain a record of equipment test data and relevant electronic log files certifying proper equipment operation at the time of the violation.

The electronic video files will be available either on CD-ROM for hand-carrying by law enforcement personnel to the hearing, or through a network dial-up connection to a CrossingGuard Server maintaining the violation/citation database. CrossingGuard CitationManager software will be provided together with a laptop PC to enable court personnel to access the violation video and electronic citation information for each contested citation, view the electronic citation as well as all associated violation video files from which the citation images were extracted. The CitationManager software will also allow court personnel to note the final disposition of the case.

### **2.M.2 EXPERT WITNESS TESTIMONY**

NTS' law enforcement training program will ensure that client law enforcement personnel are thoroughly prepared to knowledgeably testify about the principles of CrossingGuard equipment operation and citation processing steps. NTS will provide all necessary visual aids for equipment and process description. NTS will review with law enforcement personnel the types of questions or challenges raised in court and the simple, clear responses that can address them. This training will ensure that law enforcement personnel can testify knowledgeably about the authenticity of the citation and the reliability of the equipment and processes that produced it. As needed, NTS can provide additional expert witness testimony to support law enforcement needs.

## **2.N PROGRAM DATA, MANAGEMENT REPORTS AND RECORD-KEEPING**

### **2.N.1 PROGRAM DATABASE AND REPORTS**

CrossingGuard maintains a wealth of data to document equipment operation, violation review, citation approval, and payment processing. This data is the basis for providing the client with extensive and timely reporting to document program status, operational characteristics and trends over time.

#### **2.N.1.a EQUIPMENT OPERATIONAL DATA AND REPORTS**

The CrossingGuard Server software and CitationManager software maintain a database of vital statistics to characterize system operation. The system will, for example, maintain a log of each RoadSide Station operation, showing hours of equipment service and any downtime experienced (i.e. times when the station was not operating) by each station, along with system diagnostic information to characterize the reason for a non-operative RoadSide Station. Equipment malfunction reports can be organized by type of malfunction and frequency of occurrence. Such logs will support the need to verify proper equipment operation in the case of citations that are challenged in court.

#### **2.N.1.b VIOLATION/CITATION DATABASE AND REPORT**

CrossingGuard maintains a database of citation information that supports a range of performance-related analyses and reports. Each violation is uniquely identified by an index composed of the time/date of the violation together with location information identifying where the violation occurred. Further, the violation data captured and stored includes the number of seconds of amber or red traffic signal when the violation occurred and the vehicle speed. Additional information associated with this record will include a flag indicating whether or not it was certified as a violation, the type of violation (if certified), the State Vehicle Code section violated by the vehicle, the reviewing officer ID and time/date of the officer review (as applicable), reason for rejection (if rejected), and the unique identifier of the video sequence file recorded for the violation.

Other database violation record fields contain the vehicle license plate tag information (number and state) and fields storing information retrieved from the DMV relating to the vehicle registration information (name and address, as well as a match/no-match flag) as well as driver's name and address, driver's license number and any other associated information as required to prepare a citation.

The CitationManager database also includes information related to the issuance of citation (citation number, issue date and time, mailing date(s) of first and second citation/notices, etc.) as well as payment information (amount and dates received). This information is updated on a daily basis from information stored in the CSP system. A Violation/Citation Detail Report can be generated listing all violation/citation data fields for violations logged in a user-specified period of time, by intersection or aggregate.

## 2.N.2 OPERATIONS REPORTS

NTS can provide regular reports on program operations to the client as described earlier: the Financial Report, Status Performance Report, Completed Citation Summary Report, Non-Issued Citation Summary Report and Violations Sorted By Time Report. (See Section 1.B.11.c, Management Reports, page 1-14.)

Additionally, an overall Operations Report is available and can be generated on a regular (weekly, monthly or quarterly) or as-needed basis, profiling operations activities over a user-specified time period. Among the information contained in the report is a log, both by intersection and totaled, of the number of violations recorded and the number of violations for which citations were not issued. An analysis is provided for the violations for which citations were not issued, breaking them down into reason categories. For all citations issued, a breakdown is provided showing the status of the citations (e.g., unpaid, paid, cancelled, delinquent, DMV hold, etc.). Each citation can be listed showing the number of days elapsed between the violation date and the issuance of a citation or delinquent notice. The report also shows the average number of days between violation detection and citation issuance for citations listed in the user-selected period.

## 2.N.3 FINANCIAL AND MANAGEMENT

### REPORTS

A complete report package is available from the CSP for day-to-day processing and collection analysis. At the detail level, daily, weekly and monthly reports are provided that itemize activity that has occurred on the database. At the management level, monthly reports show an analysis of the data that passed through the system, including comparisons of current data with historical data as well as percentage information. Customized special reports can be prepared on an as-needed basis, with turnaround time for these reports ranging from one day to one week, depending upon complexity.

Management and Summary report samples are provided at the end of this proposal. These reports include, but are not limited to:

- Monthly Management Summary – current dollar value of unpaid citations from citations, penalties, DMV fees (also includes prior year and year-to-date comparisons).
- Summary of Activity - complete summary of monthly database activity (includes prior year and year-to-date comparisons).
- Historical Analysis by Month – a breakdown of what happens to all citations issued in a given month.
- Aged Citations Outstanding – accounts receivable information in three-month intervals.
- Monthly Post-log Report – reports actual revenue received during the month.

Detail reports include, but are not limited to:

- Purged Citation Report – citations removed because of payment or dismissal.
- Citation Removal Report – citations removed because of inactivity, with specific criteria to be determined by the client.

(See page 3-1, for examples of reports.) Custom reports are also available.

## 2.N.4 ADDITIONAL PROGRAM ANALYSIS

### CAPABILITIES AND NTS SUPPORT

The rich database maintained by the CitationManager software, together with its component database query and report generation is



the basis for NTS' providing the client with a wide range of analyses and reports to track overall program operation and effectiveness. For example, the system can report on, for user-specified time intervals, the number of violations recorded from each RoadSide Station, the number of captured video sequences labeled as violations and those labeled as non-violations, both in the aggregate, by reviewer and by reject-reason (for non-violations) for user-specified time periods and the total number of violations sorted by locality.

Additionally, reports can be provided to profile the average elapsed time from citation occurrence to review, DMV access, citation mailing and payment. Analyses and reports can be designed to track these characteristics against a user-specified time period and/or user-specified intersection locations. This information can be used to determine trends in the number of violations at one or more intersections, changes to the percent of issuable citations from recorded violation sequences (for all intersections or by intersection to compare differences in performances of the system by location) or the elapsed time taken by the different processing steps in the system.

NTS can provide additional contract support to extract relevant data, perform analysis on the data to measure program effectiveness and to generate regular program performance assessment reports for the client. Additionally, and at the client's option, NTS can train client personnel in the techniques and tools for extracting such information from the CrossingGuard database. With this training, client personnel can continue program performance monitoring using internal resources.

#### 2.N.5 REMOTE ACCESS FOR ON-DEMAND REPORTS (OPTIONAL)

Even if the client chooses to contract NTS for processing support, it may optionally install a

CrossingGuard Workstation with CitationManager software at its facilities to access the violation/citation database to generate on-demand, user-defined reports on program status and effectiveness.

Under this scenario, the client can remotely access its violation database at NTS' processing facility. Custom reports and report queries can be defined and executed to generate a wide variety of user-defined statistical reports to track CrossingGuard program effectiveness.

#### 2.N.6 DATA ARCHIVAL FOR RECORD KEEPING

Each violation that has been reviewed and for which information has been received from the DMV (which will be either vehicle and driver information or "No-match" indicator) will be archived onto CD-ROM media. This information can be retained for an indefinite period of time and in a manner consistent with applicable state public records law and the retention schedules adopted thereunder. Written reports received from the CSP by the client can be stored in accordance with the client's current procedures for storing written records related to other moving violations.

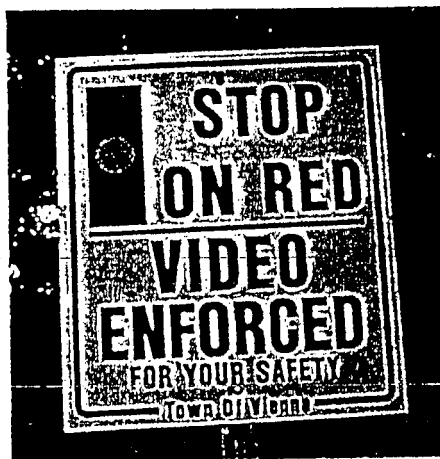


Figure 17 Roadway Signs Help Inform the Public of the Use of Automated Enforcement

## 2.O PUBLIC EDUCATION AND COMMUNITY OUTREACH PROGRAM

A key objective of the client's automated enforcement program is public awareness and support. Strong public support for the program will help ensure that it meets its primary goal of increased intersection safety through improved compliance with traffic laws. Toward this end, NTS will work with the client to develop a public awareness program that will both inform the public and build

community support for the new red light enforcement system.

The education initiatives that NTS will assist the client to launch will focus on the severity of the red light running problem and the resulting impact on citizen safety. Each element of the program will have the same objective:

- raise awareness of the problem, and
- present the client solution by stressing the benefits of an automated enforcement system.

Each program will highlight the features of the red light camera system, the location of the cameras, the ticketing process and penalties, and the goal to improve intersection safety. The program will begin at least 30 days prior to the issuance of citations and will coordinate with local press and public meetings designated by the client.

NTS staff will facilitate a meeting with community officials to discuss their recommendations for development and implementation of the Public Education Program. As discussed below, a public awareness campaign can include a broad range of activities and services. NTS customizes the design of this program to meet the particular needs and choices of the client.

### 2.0.1 ROADWAY SIGNAGE

NTS will provide and install roadway signs conforming to appropriate CALTRANS standards to notify the public about the use of red-light cameras at the designated intersections. The signs should be installed within a reasonable distance (within the guidelines of safety and client ordinances) of the intersections and remain in place for the duration of the program. These signs will conform with the client signage code and will be constructed of high-grade, reflective metal materials.

### 2.0.2 WARNING PERIOD

In conformance with the California Vehicle Code, NTS will operate the CrossingGuard system for the first 30 days to issue warnings to drivers caught running red lights at the monitored intersections. No citations will be issued during this 30-day period. *CrossingGuard will operate at no charge to the client during this 30 day warning period.*

The 30 day warning period will be the focus of very visible public awareness measures to inform the public that the automated enforcement program is underway. NTS will work with the client to generate the warning letter and to secure local media coverage at the outset of the warning period to provide motorists with opportunities through print, television and radio coverage to become aware of the installation. NTS will stress themes that emphasize the dangers of red light running and the need for drivers to take greater care to avoid those driving behaviors or situations that can lead to red light running.

### 2.0.3 PRESS RELEASES AND PRESS CONFERENCES

The first initiative in the public education program will consist of a series of press releases (to be determined by the client and NTS) informing the local media and the public about the installation of the red-light cameras, the benefit of red-light cameras, and the results of the installation. As the automated enforcement program matures, it is anticipated that the number of press releases will decrease. Additionally, a limited number of press conferences will be arranged that will feature key personnel from the client and NTS.

### 2.0.4 INFORM LOCAL GROUPS AT MEETINGS AND OTHER EVENTS

At the client's option, NTS will initiate contact with several local groups (both government and community-based) and will make a series of presentations about the program. These presentations will include a discussion about the problem of red light running, a technical description of the red-light camera system, the ticketing process and penalties, and the societal (and local) benefits of the program.

### 2.0.5 TRAINING OF CLIENT STAFF FOR SPEAKING OPPORTUNITIES

NTS will provide presentation materials (electronic PowerPoint presentations) and training for client staff in giving public presentations on the CrossingGuard program to the community. This training will consist of instruction as well as joint presentations involving client staff and NTS personnel. Client staff will be trained in handling

typical questions that arise during such presentations. NTS' objective will be to work with the designated client staff in becoming knowledgeable ambassadors for the program to the community.

#### 2.O.6 JOINTLY-SPONSORED EDUCATIONAL INITIATIVES

At the client's option, NTS will partner with various client agencies to establish several client-sponsored educational initiatives. Specifically, NTS will work with staff to develop written educational materials as described in the following initiatives.

#### 2.O.7 WEB PAGE

At the client's option, NTS will work with the client's Webmaster to develop the informational framework for posting to a Web page (located on the client Internet site) that is dedicated to informing the public about the program. The page will include a discussion about the problem of red light running, a technical description of the red-light camera system, the ticketing process and penalties, and the societal (and local) benefits of the program. Additionally, all written materials will include the client's Web page address. Further, NTS will provide links from the client web page to the NTS website so that readers may easily access additional information on the CrossingGuard program, technology and NTS corporate information.

#### 2.O.8 CABLE TELEVISION

At the client's option, NTS will work with client staff and the local cable operator to develop the informational content of a short public service announcement (PSA) that will be broadcast over the local cable access channel. Content will address the problem of red light running, the red-light camera system, the ticketing process, and the societal (and local) benefits of the automated enforcement program.

#### 2.O.9 BROCHURES AND ARTICLES

Working with client publication staff, NTS will, at the client's option, develop text for educational materials (e.g. brochures) that will be distributed at several public locations. The brochures will include a discussion about the problem of red light running, a technical description of the red-light camera system,

the ticketing process, and the societal (and local) benefits of the program. Any mission statement of the client can be incorporated into the materials that are developed to introduce and promote the program. These brochures can be distributed in places such as Libraries, City facilities, Schools, Senior Citizen Centers, Churches/Temples, Community Centers, Parks and Youth Activity Centers. Additionally, articles authored by NTS will be offered for publication in monthly/quarterly newsletters as identified by client staff.

#### 2.O.10 COOPERATIVE LEAFLETING IN THIRD PARTY MAILINGS

With the client support, NTS will also approach local advertisers and utilities in the region that do regular mailings to the community. An informational pamphlet can be developed for inclusion with such broadly distributed items as utilities bills, store coupons, etc. With proper execution, this can be an excellent means of reaching a broad segment of the community and building program support.

#### 2.O.11 PROGRAM INFORMATION AND NOTICES WITH CITATIONS

One of the most important groups to target with information about the program are the violators themselves. At the client's option, NTS can include in every citation, program information that alerts motorists to the dangers of red light running, the objectives of the program and the need to modify driving behavior. The message aimed at first-time violators can be educational in tone, but emphasizing the client commitment to deal effectively with the problem of red light running to improve safety for all. At the client's option, repeat offenders will receive stronger messages stressing the importance of responsible driving and the client commitment to traffic safety. The content of all such citation inserts will be developed in collaboration with the client public safety office.

#### 2.O.12 SUMMARY

By partnering with the professional staff of the client, NTS will create a team that produces and delivers an effective message to create awareness of and support for the program. The educational initiatives will help create a high level of support for the program as it is launched, and it will help sustain and even increase



public support by communicating the benefits that the program is producing for improved traffic safety.

## 2.O.13 PUBLIC EDUCATION CAMPAIGN

### TASKS

Table summarizes some of the tasks involved in the public education campaign. It should be emphasized that these tasks represent an outline, from which the public education campaign can be composed for a given community. The extent of the campaign can be more precisely defined in the early planning discussions so that the campaign is adapted to the needs and resources available for the client.

The tasks involved in the public education campaign can be divided into preparation and execution tasks. Among the preparation tasks are a planning function to identify the media to be used in the campaign, the target public presentations, and the identification of third party public, private and civic organizations that can be potentially recruited for support or participation in the campaign. Preparation also includes the development and/or adaptation of materials for the campaign, including brochures, information pamphlets, press kits, public service announcements for radio and TV, and presentation material, incorporating any client mission statement, as appropriate. NTS has a library of public education material that can be customized for use in the public education campaign to be conducted for the client. Roadway signage also carries a public message, and the public education planning tasks also include a review of proposed signage content, design and location.

Preparation of the public education campaign must be completed prior to the deployment and launch of the CrossingGuard system. Depending upon the scale of the anticipated community outreach, and with proper coordination with the client, this groundwork planning should be completed within one month after contract signing. Launch of the public education campaign should be coordinated to begin just prior to the issuance of the first warnings (or citations, if warnings are not first issued). A series of public education events is often scheduled to continue for 6-12 months after program launch, and includes information on program progress and effectiveness (e.g., number of tickets issued, percent reduction in accidents at monitored and nearby intersections.)

Depending upon the extent of community support for automated enforcement, and at the client's option, NTS can conduct a poll of the community to determine the level of concern for red light running. Such a poll can often bring to light particular concerns or issues that can then be addressed in the

<b>PUBLIC EDUCATION CAMPAIGN TASKS</b>	
<b>Planning Meeting</b>	Identify goals, media, campaign theme, opportunities for participation by third party and community leaders, supporting materials, timetables
<b>Pre-Installation Public Poll</b>	Determine public concerns/support to better focus materials development
<b>Develop Materials</b>	Brochures, pamphlets, web page, fliers, press kits, presentation material, roadway signage, citation enclosures
<b>Campaign Launch</b>	Press release, press conference, public presentations, leafleting
<b>Update Campaign Materials</b>	Update materials with information on system effectiveness, re-poll community to determine support and/or ongoing concerns, interviews with violators who support system, etc.
<b>Program Updates</b>	Additional press releases, public presentations, newspaper articles, etc.

Table 8 Public Education Campaign Tasks

public education campaign. A second poll can also be conducted 4-6 months into program operation to measure support for use of CrossingGuard prior to and sometime after the installation is up and running.

## **2.P PROGRAM PARTICIPATION BY CLIENT**

### 2.P.1 CLIENT PROGRAM TASK FORCE

NTS encourages the client to appoint a task force involving representatives of law enforcement, public works, accounting/finance, citation processing and the courts in order to assemble a team that represents all stakeholders who will be affected by the CrossingGuard program. An overall Project Manager on the client side will provide a day-to-day

working contact with the NTS Project Manager in order to closely coordinate all activities and ensure the timely availability of necessary information and decision-making.

### 2.P.2 SCOPE OF INVOLVEMENT

The client is expected to support and participate in the program by providing ...

- access to engineering drawings, equipment and facilities as required to install the CrossingGuard system,
- timely review and approval of all installation-related plans and diagrams,
- installation of roadway signage, and
- personnel for program training
- definition of citation Issuance Criteria
- timely final review/authorization of prepared citations (if elected).

### 2.P.3 ACCESS TO EQUIPMENT AND FACILITIES

During the course of this program, the client must provide engineering support and access to the intersection controller equipment installed at each intersection to be monitored. Further, the client will need to provide NTS (and its designated subcontractors) access to other facilities (including conduit) at the intersection and any other client facilities where CrossingGuard equipment may be optionally installed.

### 2.P.4 SPECIFICATIONS, REVIEWS AND APPROVALS

Prior to installation, the client will provide NTS with necessary engineering plans, specifications and diagrams, which NTS will mark up indicating proposed placement of any roadside equipment for the program. NTS will submit these marked-up plans for the client review and approval, which should be provided in a timely fashion.

### 2.P.5 SIGNAGE

If the client chooses to have NTS provide signs warning motorists of the use of photo enforcement, it will be the client's responsibility to post any and all

warning signs of an approved design as required by state statute and local ordinances. NTS will provide one sign for each approach of each intersection equipped with CrossingGuard monitoring. Additional signs can be provided at the client's option.

### 2.P.6 CLIENT PROGRAM TEAM

NTS welcomes the involvement of representatives from the client and other state and local agencies, as appropriate, to review program goals and methodology. NTS will solicit input to identify any program issues as well as suggestions for ways of improving program performance and services. NTS is committed to total customer satisfaction, in all aspects of its program and services as well as for all groups within the customer organization that NTS serves.

### 2.P.7 MEETINGS

NTS will meet on a regular basis with the client's Program Team. During program implementation, weekly meetings will be held to provide status updates, identify and resolve issues. Once the program has been launched, such meetings will be held on a monthly basis.

## 2.Q SAMPLE PROJECT SCHEDULE

Table 9 Draft Project Schedule, provides a sample project schedule that lays out typical tasks, timeframes and dependencies for launching a CrossingGuard program. The schedule assumes that the client has provided all necessary permits and approvals for construction and equipment installation. All schedules are developed in consultation with the client in an effort to address client target dates for system operation.

ID	Task Name	Duration	Month 2	Month 3	Month 4
1	All Construction Permits Obtained from City	1 day			
2	Equipment/Communications Procurement	55 days	████████████████████	████████████████████	
3	Engineering & Design	45 days	████████████████████	████████████████████	
4	Installation for Approaches 1-4	26 days		████████████████████	████████████████████
5	Site Construction for Approaches 1-4	24 days		████████████████████	████████████████████
6	Test	1 day			████████████████████
7	Approaches 1-4 Operational	1 day			████████████████████
8	Installation for Approaches 5-8	26 days			████████████████████
9	Site Construction for Approaches 5-8	24 days			████████████████████
10	Test	1 day			████████████████████
11	Approaches 5-8 Operational	1 day			████████████████████
12	Citation Processing/Operation Setup Tasks	61 days	████████████████████	████████████████████	
13	Create account processing database for client	5 days	████████████████████		
14	Establish procedures for court communication	60 days	████████████████████	████████████████████	
15	Citation form creation and approval	45 days	████████████████████	████████████████████	
16	Install server and communications at PD	60 days	████████████████████	████████████████████	
17	Operations System Test (DMV retrieval, etc)	1 day			████████████████████
18	Public Education Campaign	55 days		████████████████████	████████████████████
19	Campaign Launch	1 day		████████████████████	
20	Install Video Enforced Warning Signs	5 days		████████████████████	
21	Set up telephone hotline	5 days		████████████████████	
22	30 day Warning Period	30 days			████████████████████
23	User Training	5 days			████████████████████
24	Train & support client and court staff	5 days			████████████████████
25	Issue Citations	1 day			████████████████████
26	Begin issuing citations from Approaches 1-4	1 day			████████████████████
27	Begin issuing citations from Approaches 5-8	1 day			████████████████████

Table 9 Draft Project Schedule

Schedule assumes a project involving the installation of CrossingGuard equipment to monitor 8 approaches along 4 intersections with a 30 day warning period prior to citation issuance. Schedules will vary for more extensive installations. All schedules are developed in consultation with the client in an effort to address client target dates for system operation.

## 6 PROPOSAL, FEES & SAMPLE CONTRACT

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### 6.A RESPONSE TO CLIENT MINIMUM REQUIREMENTS

This document section contains Nestor Traffic Systems, Inc.'s responses to the specific requirements contained in the City of Cerritos Request for Proposals for an Automated Red Light Enforcement Program. Where this document refers to other information contained in NTS literature describing NTS' CrossingGuard system and program services, those references are for information use only. Nestor does not intend to make any part of general program literature, and such literature shall not be deemed, a part of any contract which is contemplated by the City's RFP.

### SCOPE OF WORK

The City requires the services of a consultant to develop, construct, operate and maintain an automated traffic signal enforcement and citation processing system pilot program at the four locations specified above for a 36 month trial period. **The requirements and services outlined below are not intended to any way limit the consultant from proposing a unique solution for the City's program. It is the obligation of the consultant to explain how their solution meets or exceeds the required services.**

- A. Meet with the City and Cerritos Sheriff Station staff before beginning work to discuss the background, scope, objectives and other pertinent details of the program.

*In coordination with the City of Cerritos and the Sheriff's Department, NTS will develop an automated enforcement program that meets or exceeds City requirements and addresses the community needs. (See Section 2 CrossingGuard Program Description)*

- B. Develop a program for an automated traffic signal enforcement and citation processing system for the specified locations. The program should include recommendations for the number of cameras and the direction of traffic movement to be enforced. The consultant shall be responsible for obtaining Caltrans' approval for deployment at the Bloomfield Avenue/ EB 91 Freeway off-ramp intersection.

*Intersections selected by the City of Cerritos are individually evaluated and designed in order to maximize the effectiveness of CrossingGuard equipment and installation in reducing red-light violations and increasing safety. The City shall be responsible for providing NTS with "as built" drawings for each intersection. NTS is currently involved in the CalTrans approval and permitting process and is developing other CalTrans projects throughout California. (See Section 2.G Equipment and Installation.)*

The consultant shall develop and obtain the approval of the Los Angeles County Sheriff's Department and the Los Cerritos Municipal Court for processing citations. This shall include conducting workshops as necessary with the Municipal Court judges to explain the operation of the system to satisfy any concerns they may have regarding the system.

*NTS has already established an interface with the Los Angeles County Superior Court database via the Court's ETRS program. Citation data and disposition reports have been developed; therefore Cerritos-specific program information can be easily*

*implemented. NTS is an active member of the Red Light Camera Administrative Steering Committee, which is chaired by the Los Angeles County Superior Court. A court orientation program will be developed, in coordination with the Sheriff's Department, in order to address CrossingGuard operations, chain of custody, court process and procedural details with the Los Cerritos Court. (See Section 2.M Court Support)*

The program shall also identify all anticipated City and Sheriff's Department staffing necessary to support the pilot program. Obtain City, Caltrans and Court approval of the proposed program prior to implementing the program.

*NTS will work with the City in order to estimate the anticipated staffing requirements for the City and Sheriff's Department. In coordination with the City and Sheriff's Department, NTS will obtain the necessary authorizations to proceed in implementing the City of Cerritos red light camera enforcement program. (See Section 2.D Program Planning)*

- C. Once a program has been developed, assist the City in conducting a public hearing as required by section 21455.6 of the California Vehicle Code (CVC) prior to program start up.

*NTS will assist the City in order to prepare for the public hearing, however, please be aware that the California Vehicle Code indicates that the City Council shall conduct a public hearing prior to entering into a contract with the vendor. NTS will work with the City to develop a public awareness program that best informs the public of the proposed use of an automated enforcement system. (See Section 2.O Public Education and Community Outreach Program).*

- D. Prepare construction documents for the implementation of the program and obtain all necessary approvals for the installation of the equipment. If additional poles are required for the field equipment, the poles shall match the existing street furniture in the intersection.

*Once the City provides "as built" drawings for the proposed intersections, NTS will individually evaluate and design each approach. Completed plans will be submitted for City review and approval according to Cerritos Public Works requirements. A detailed installation schedule will be developed specifically for the City of Cerritos red light camera implementation. Existing street furniture specifications are necessary in order to further evaluate the potential of matching existing infrastructure. (See Section 2.G Equipment and Installation)*

- E. Construct, operate and maintain all necessary capital improvements, including traffic signal loop detectors necessary for pilot program operation. Should the City resurface a street during the pilot program, the City shall be responsible for repairing the loop detectors destroyed during resurfacing project. Prior to construction, the consultant shall obtain the required Caltrans encroachment permit.

*CrossingGuard does not rely upon loop detectors or any other invasive detection equipment that will cause traffic disruptions upon installation, risk extensive damage to the City roadway infrastructure and potentially comprise the City's traffic control system. Future City roadway upgrades will not impact the CrossingGuard system. Violation detection is done using aboveground video detection technology. If existing conduit is unavailable, additional conduit may be needed for video and/or power cables. NTS will work in coordination with the Traffic Engineer to obtain the necessary CalTrans encroachment permits, if required. (See Section 1.B.7 Non-Invasive Video Based Violation Detection.)*

- F. The consultant shall process all citations issued. Court appearances shall be by the Sheriff's Department. However, the consultant shall provide an expert witness to testify as to the system operation upon the request of the Court.

*Under the direction of the Sheriff's Department, NTS will provide citation processing and preparation services. NTS will provide one laptop computer and monitor that will be used for on-line review, approval, viewing and court appointments. On a citation, at least 4 color images of the violation are displayed including the front and rear license plates and the driver image. Images of the violation are included showing the vehicle prior to entering the intersection showing the red signal and another image with the vehicle in the intersection showing the signal still red. The Sheriff's Department and Court will also have the video evidence for review. (See Section 2.J Citation Processing)*

*NTS will prepare the Sheriff's Department for court testimony during the comprehensive training orientation. Expert witness testimony will be available in order to establish the CrossingGuard technology within the Los Cerritos Superior Court. (See Section 2.M.2 Expert Witness Testimony).*

- G. Advise the City on signage requirements for the program operation in accordance with the section 21455.5 of CVC.

*NTS will provide a photo enforced warning sign for each approach monitored compliant with CalTrans, CVC and City requirements. (See Section 2.O.1 Roadway Signage.)*

- H. The consultant shall provide training of all City and Sheriff's Department personnel necessary to support the system and process citations.

*The NTS training program includes a general introduction to CrossingGuard principles of operation, specific instructions on user interface and operations tasks, as well as an introduction to higher level functions including data analysis, image capture from video, camera control, startup, troubleshooting, recovery procedures, chain of evidence custody, court preparation, questions and answer. (See Section 2.I User Training)*

- I. The consultant shall provide monthly reports summarizing the following information for each location monitored:

- Number of vehicles monitored
- Number of violations detected
- Number of citations processed
- For violations detected but not cited, identify the reason for not issuing a citation
- Equipment malfunctions and the number of monitoring days lost with each malfunction

*Yes. (See Section 2.N Program Data, Management Reports and Record Keeping.)*

## **CITY SUPPORT**

To assist the consultant with the requested services, the City shall:

- A. Provide a Project Manager to serve as the City's liaison with the consultant. The City's Project Manager will assist the consultant in obtaining outside agency approvals for the program.

*NTS will assign a program manager to the City of Cerritos red light camera project. The NTS program manager will be responsible for providing implementation oversight and program management services for the City of Cerritos.*

- B. Provide the consultant access to all relevant data in its possession to develop the pilot program.

*Agreed*

- C. Provide Sheriff's Department sworn personnel necessary to process citations, including court appearances.

*Agreed*

- D. Prior to deploying an automated enforcement system, conduct a public hearing on the matter in accordance with Section 21455.6 of the CVC.

*NTS will assist the City in order to prepare for the public hearing, however, please be aware that the California Vehicle Code indicates that the City Council shall conduct a public hearing prior to entering into a contract with the vendor.*

- E. Post all signage indicating the use of automated enforcement as required by Section 21455.5 of CVC.

*NTS will provide a photo enforced warning sign for each approach monitored; the City will be responsible for posting the warning signs.*

## **CONTENT OF THE PROJECT PROPOSAL**

The consultant's response to the City's Request for Proposal should provide the following information, using the same format and sequence:

### A. Project Team

Provide an organized chart indicating principals and key project team members with an indication of their involvement in the project. For the identified project manager include information for three (maximum) recent similar projects where he/she was responsible for oversight.

*See Section 4.B NTS Organizational Chart, Section 2.C Program Staff & Organization and Section 4.E NTS Qualifications & Experience.*

### B. Firm's Experience

List a maximum of five projects where your firm provided similar services for other public agencies in the State of California. For each project, provide the following information: location, owner, the owner's representative and telephone number, actual scope of services provided, the year the work was completed, your project manager's name, if applicable.

*Currently, NTS provides automated enforcement services throughout the United States. In California, CrossingGuard program are contracted by the City of Irvine, the City of Fresno, the City of Rancho Cucamonga and the City of Long Beach. The Long Beach program established NTS within the Los Angeles County Superior Court system, as well as ensuring compliancy with County Traffic Engineering requirements. Additionally,*

*NTS is the selected vendor within a number of cities throughout the State. (See Section 4.E.2 NTS Experience).*

If some of the proposed work is to be subcontracted, identify the subcontractor's role and responsibility, and their identified project manager. Provide a maximum of three projects where the subcontractor provided similar services.

*See Section 4.D Project Prime and Subcontractors*

C. Project Scope

Discuss the equipment, methods and procedures that shall be employed to develop and operate the automated traffic signal enforcement and citation processing system as outlined in Section III of this Request for Proposal. Also identify any potential concerns or problems that may be encountered on this project.

*See Section 1 CrossingGuard Overview*

D. Fee Schedule

The consultant shall include a fee schedule and method of payment for estimated cost of the program.

*This proposal includes detailed information regarding the services provided by Nestor Traffic Systems. An outline of the CrossingGuard Program Fees is included at the end of this Section.*

E. Agreement

Attachment B is a copy of the City's typical professional service agreement. A statement MUST be made in the proposal that all terms and conditions are acceptable. If any revisions are requested, they must be described in full.

*Yes. See Attachment B*

F. Schedule

The consultant shall provide a master schedule incorporating all milestones and manpower required to complete the pilot program.

*A preliminary project schedule has been developed to provide the City of Cerritos with an overview of the project implementation milestones. Each intersection will be assessed individually and a schedule specific to the City of Cerritos will be developed. (See Section 2.Q Sample Project Schedule).*

G. Insurance

Proof of insurance requirements addressed in Section X of this Request for Proposal shall be submitted with the Proposal.

*Yes. (See Section 7.B Proof of Insurability).*



## **6.B PROGRAM FEES**

The following information provides the City of Cerritos, California with pricing for the installation of CrossingGuard including enforcement for one or more directions of travel per intersection, system maintenance and support, citation processing services and the licensing of CrossingGuard and CitationManager software. The system enforces up to three (3) through lanes of traffic per direction. Collision Avoidance features are built into the system and can be activated upon the City's request at no additional charge.

### **6.B.1 NESTOR AUTOMATED ENFORCEMENT PROGRAM**

NTS will monitor two (2) traffic approaches at four (4) intersections with four (4) bi-directional system. Bi-directional systems enforce two opposing approaches of travel simultaneously, capturing both front and rear images of the violation. The use of bi-directional systems will allow the City to provide a more consistent level of enforcement and safety at the targeted intersections.

NTS will be responsible for the costs of equipment and installation at the designated intersections, and one computer system capable of reviewing citations at a designated customer location, and providing for court support. NTS provides a full maintenance program including on-line system monitoring, hardware maintenance, software support, fully staffed help desk support, periodic roadside camera equipment cleaning and testing.

NTS' turnkey operation for violation processing includes electronic retrieval and processing of events from RoadSide Station, delivery of violation data from roadside to customer or NTS facility for review of all recorded violations, access to DMV information, preparation of citations for City review, support for electronic citation review and approval by the City, printing and first-class mailing of citations with a return payment envelope, toll-free customer service telephone hotline, preparation of contested citations for court, archival and maintenance of citation/violation information to a database for future retrieval, generation of monthly program performance and financial reports.

The following pricing options are estimated based upon standard intersection equipment installations, including use of existing traffic signal poles and no special landscape or design requirements. Any Program changes that introduce additional requirements may be subject to additional fees.

### **6.B.2 PRICING OPTION 1**

Under Pricing Option 1, the City will pay NTS \$100,000 for equipment and installation costs per approach (subject to a minimum of two approaches) and \$62.65 per citation receiving a Final Disposition for program services (subject to a monthly minimum citation fee of \$1,250 per approach, which is equivalent to an average of less than 1 citation per approach per day) for a contract term of 36 or 60 months, in exchange for the system and services outlined under the NTS Automated Enforcement Program.

### **6.B.3 PRICING OPTION 2**

Under Pricing Option 2, the City will pay NTS \$101.80 per citation receiving a Final Disposition (subject to a monthly minimum citation fee of \$3,986.50 per approach which is equivalent to an average of less than 1 paid citation per approach per day) for a contract term of 36 months, in exchange for the system and services outlined under the NTS Automated Enforcement Program.

Alternatively, under Pricing Option 2, the City will pay NTS \$98.30 per citation receiving a Final Disposition (subject to a monthly minimum citation fee of \$3,336.75 per approach which is equivalent to an average of less than 1 paid citation per approach per day) for a contract term of 60 months, in exchange for the system and services outlined under the NTS Automated Enforcement Program.

"Final Disposition" means as to issued citations: (i) payment of the assessed fine, including bail forfeitures, with respect to a citation, (ii) plea of guilty or no contest with respect to a citation, (iii) conviction with respect to a citation, and (iv) any disposition, including dismissals as a result of successful completion of a traffic

violation school course. Final Disposition shall not mean a finding of not guilty with respect to a citation.

The fees exclude federal and state excise, use, sales or other similar taxes.

#### 6.B.4 OTHER PRICING INFORMATION

System lease pricing options (for payment option #1 above) are also available for the City's review. The City may request additional information on this financial option. Nestor typically will recommend a leasing company that can assist the City in financing the proposed purchase price.

In addition to the pricing options listed above NTS can upon request provide other alternatives based on a combination of monthly administration/processing fees, sliding scales based on citation volumes and/or fine distribution percentages.

If asked by the City and approved by the courts, payment processing and delinquent noticing can be provided for an additional cost of \$3.00 per citation receiving a Final Disposition. NTS can provide information on additional optional services for the City's consideration as requested.

Additional workstations for intersection monitoring and for violation viewing by the public will be quoted separately upon request.

#### 6.B.5 RESPONSIBILITIES OF THE MUNICIPALITY UNDER THIS PROPOSAL

The Municipality shall be responsible for providing NTS with "as built" drawings in electronic form required by NTS for the preparation of drawings for the installation of the System and will process NTS' engineering drawings without unusual cost or delay.

The Municipality shall not levy any permit fees or, if municipal ordinance requires the assessment of fees, the Municipality shall pay for such fees associated with the installation of the System.

The Municipality shall diligently prosecute each Citation and shall defend any challenge in any court of competent jurisdiction to the use of the System or validity of its results and/or the use of the U.S. Mails to deliver the Citation.

The Municipality will provide all electrical connections power required by the Systems, except that NTS shall be responsible for connecting the System to the source of the electrical power at the intersection.

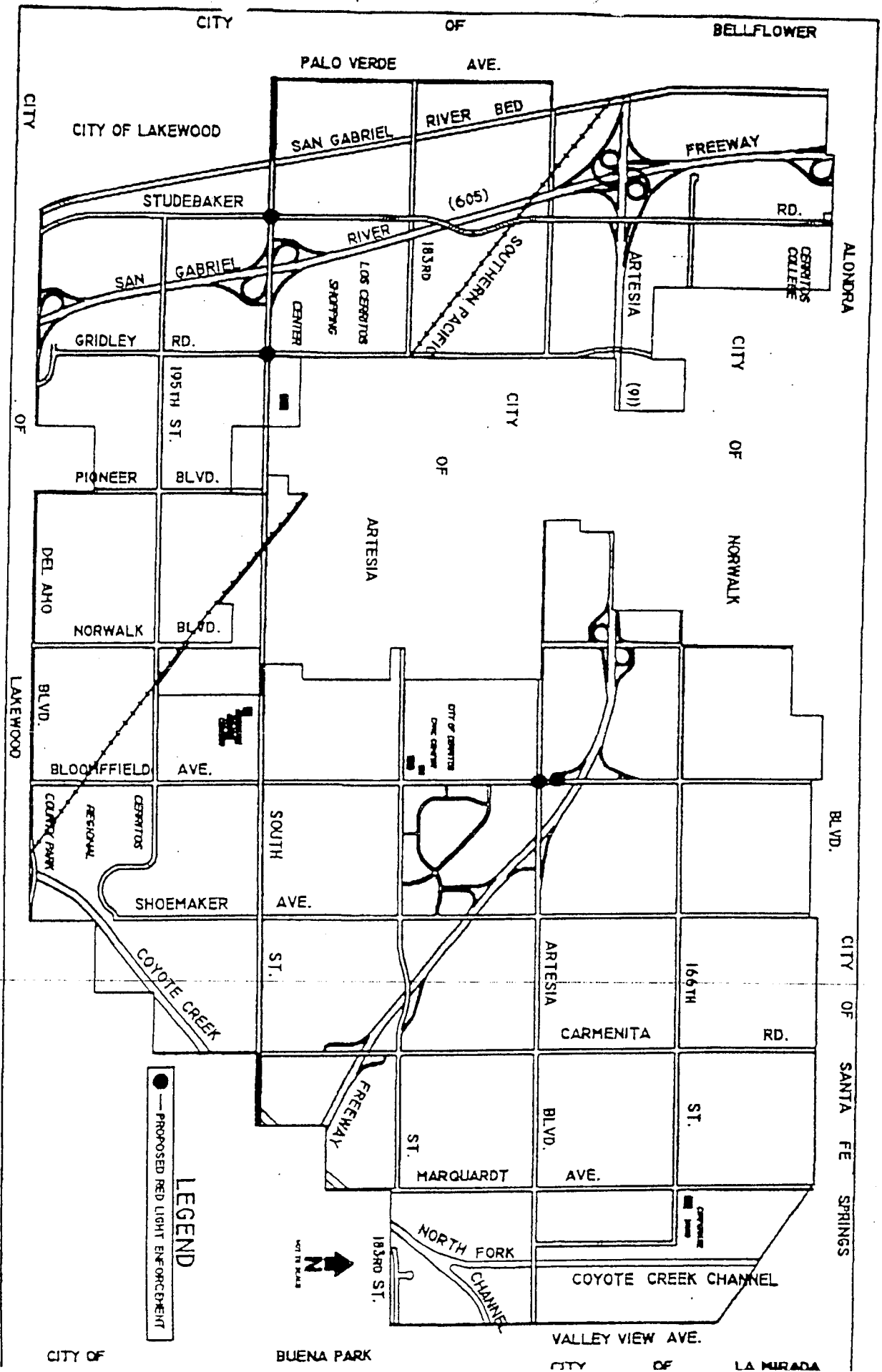
The Municipality shall provide Nestor with advance written notice of any modifications proposed to intersections, including traffic signal operations, after installation of a System. In the event of any such intersection modification, the Municipality shall pay the costs reasonably incurred by Nestor to adapt the affected Installed Approach to make such Installed Approach compatible therewith. Notwithstanding the above, Nestor makes no guarantee that it will be able to make any such adaptation. In addition, Nestor does not, and will not, make recommendations or otherwise manage the configuration or operation of the intersection traffic light system.

The Municipality will assist NTS in obtaining all required information from the Court(s) where Citations are filed from the ETRS system (or any other court system), on line or in a batch mode on a nightly basis, so that NTS can track payments on the Municipality's behalf and provide for proper invoicing and reporting for the Municipality.

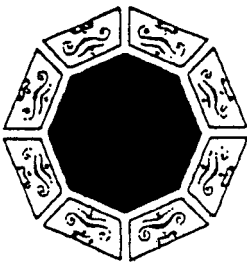
During the term of this Agreement or any extension thereof, the Municipality agrees that it will not use the System, or allow the System's use by a third party, for enforcement or studies without the prior written permission of NTS. In addition, NTS will not process nor support any Notices for Violations not captured by NTS System.

## 6.C SAMPLE CROSSINGGUARD CONTRACT

# ATTACHMENT A



**ATTACHMENT "B"**



# CITY OF CERRITOS

CIVIC CENTER • 18125 BLOOMFIELD AVENUE  
P.O. BOX 3130 • CERRITOS, CALIFORNIA 90703-3130  
PHONE: (562) 860-0311 • FAX: (562) 916-1371  
WWW.CI.CERRITOS.CA.US

June 22, 2001

COPY:  
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6/25/01

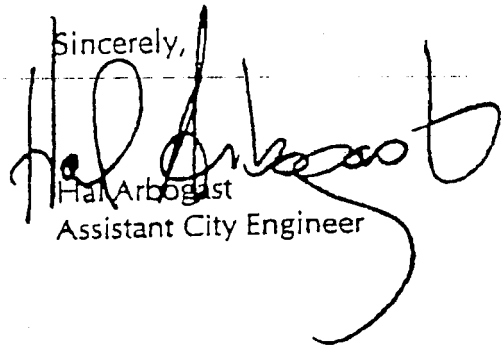
Mr. Bob Young  
NESTOR TRAFFIC SYSTEMS  
6528 Greenleaf Avenue, Suite 104  
Whittier, CA 90601

Dear Mr. Young:

RE: REQUEST FOR PROPOSAL TO DEVELOP, CONSTRUCT, OPERATE AND  
MAINTAIN AN AUTOMATED TRAFFIC SIGNAL ENFORCEMENT AND CITATION  
PROCESSING PILOT PROGRAM FOR THE CITY OF CERRITOS

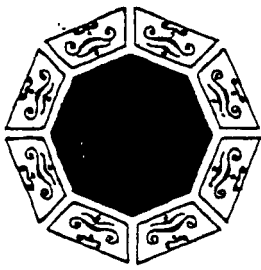
The City of Cerritos is requesting proposals to develop, construct, operate and maintain a turn key, automated traffic signal enforcement and citation processing system pilot program at four specified locations within the City. Attached for your use is the Request for Proposal which outlines the required services. Firms that are interested in participating are to respond no later than 3:00 P.M., Friday, July 20, 2001.

Should you have any questions or require additional information, please contact the undersigned at (562) 916-1219.

Sincerely,  
  
Hal Arbogast  
Assistant City Engineer

dt  
enclosure  
cc: Vince Brar, Deputy City Manager/Public Works

PAUL W. BOWLEN      BRUCE W. BARROWS      JOHN F. CRAWLEY      ROBERT HUGHLETT, Ed.D.      GLORIA A. KAPPE  
MAYOR                      MAYOR PRO TEM                      COUNCILMEMBER                      COUNCILMEMBER                      COUNCILMEMBER



# CITY OF CERRITOS

CIVIC CENTER • 18125 BLOOMFIELD AVENUE  
P.O. BOX 3130 • CERRITOS, CALIFORNIA 90703-3130  
PHONE: (562) 860-0311 • FAX: (562) 916-1371  
WWW.CI.CERRITOS.CA.US

## REQUEST FOR PROPOSAL TO DEVELOP, CONSTRUCT, OPERATE AND MAINTAIN AN AUTOMATED TRAFFIC SIGNAL ENFORCEMENT AND CITATION PROCESSING PILOT PROGRAM FOR THE CITY OF CERRITOS

### I. INTRODUCTION

The City of Cerritos is requesting proposals from qualified firms to develop, construct, operate and maintain a turn key, automated traffic signal enforcement and citation processing system pilot program at four specified locations in the City. The deadline for submitting proposals will be 3:00 p.m. Friday, July 20, 2001.

### II. BACKGROUND

The City of Cerritos is a park-like community located in an 8.5 square mile area with a population of approximately 55,000 located in the southeast corner of Los Angeles County. The Los Angeles County Sheriff's Department provides Law enforcement in the City.

Currently, there are 84 signalized intersections within the City of Cerritos, of which, 27 are shared with other jurisdictions. Since 1996, the number of red light violation cited and the number of collisions involving red light violations within the City of Cerritos has steadily increased. Based upon the reported traffic accidents within the City of Cerritos from January 1, 1997 to present, there were approximately 420 accidents in the City where the primary collision factor as determined by the reporting deputy was running a traffic signal. Of these accidents, approximately 55 percent resulted in a reported injury to at least one of the parties involved.

In developing a strategy for deployment of an automated enforcement program, the City evaluated possible locations considering high accident intersections, total daily traffic volume entering the intersection, and geographic location in the City. Based upon the above, the Cerritos City Council authorized the following intersections for an automated enforcement pilot program:

PAUL W. BOWLEN  
MAYOR

BRUCE W. BARROWS  
MAYOR PRO TEM

JOHN F. CRAWLEY  
COUNCILMEMBER

ROBERT HUGHLETT, Ed.D.  
COUNCILMEMBER

GLORIA A. KAPPE  
COUNCILMEMBER

- Bloomfield Avenue and Artesia Boulevard
- Bloomfield Avenue and the EB 91 Freeway off-ramp
- Gridley Road and South Street
- Studebaker Road and South Street

A vicinity map showing the intersection locations, the related traffic volume data and historical accident data for these locations is included in Attachment A.

The identified intersections are entirely located in the City of Cerritos. The City operates and maintains the traffic signals at these intersections, with the exception of the Bloomfield Avenue/ eastbound 91 Freeway off-ramp. The State of California Department of Transportation (Caltrans), District 7, operates and maintains the traffic signal at this location.

The City intends to award the proposed program to one consultant.

### III. SCOPE OF WORK

The City requires the services of a consultant to develop, construct, operate and maintain an automated traffic signal enforcement and citation processing system pilot program at the four locations specified above for a 36 month trial period. **The requirements and services outlined below are not intended to any way limit the consultant from proposing a unique solution for the City's program. It is the obligation of the consultant to explain how their solution meets or exceeds the required services.**

- Meet with City and Cerritos Sheriff Station staff before beginning work to discuss the background, scope, objectives and other pertinent details of the program.
- Develop a program for an automated traffic signal enforcement and citation processing system for the specified locations. The program should include recommendations for the number of cameras and the direction of traffic movement to be enforced. The consultant shall be responsible for obtaining Caltrans' approval for deployment at the Bloomfield Avenue/ EB 91 Freeway off-ramp intersection.

The consultant shall develop and obtain the approval of the Los Angeles County Sheriff's Department and the Los Cerritos Municipal Court for processing citations. This shall include conducting workshops as necessary with the Municipal Court judges to explain the operation of the system to satisfy any concerns they may have regarding the system.



The program shall also identify all anticipated City and Sheriff's Department staffing necessary to support the pilot program. Obtain City, Caltrans and Court approval of the proposed program prior to implementing the program.

- C. Once a program has been developed, assist the City in conducting a public hearing as required by section 21455.6 of the California Vehicle Code (CVC) prior to program start up.
- D. Prepare construction documents for the implementation of the program and obtain all necessary approvals for the installation of the equipment. If additional poles are required for the field equipment, the poles shall match the existing street furniture in the intersection.
- E. Construct, operate and maintain all necessary capital improvements, including traffic signal loop detectors necessary for pilot program operation. Should the City resurface a street during the pilot program, the City shall be responsible for repairing the loop detectors destroyed during the resurfacing project. Prior to construction, the consultant shall obtain the required Caltrans encroachment permit.
- F. The consultant shall process all citations issued. Court appearances shall be by the Sheriff's Department. However, the consultant shall provide an expert witness to testify as to the system operation upon the request of the Court.
- G. Advise the City on signage requirements for the program operation in accordance with the section 21455.5 of CVC.
- H. The consultant shall provide training of all City and Sheriff's Department personnel necessary to support the system and process citations.
- J. The consultant shall provide monthly reports summarizing the following information for each location monitored:
  - Number of vehicles monitored
  - Number of violations detected
  - Number of citations processed
  - For violations detected but not cited, identify the reason for not issuing a citation
  - Equipment malfunctions and the number of monitoring days lost with each malfunction

#### IV. CITY SUPPORT

To assist the consultant with the requested services, the City shall:

- A. Provide a Project Manager to serve as the City's liaison with the consultant. The City's Project Manager will assist the consultant in obtaining outside agency approvals for the program.
- B. Provide the consultant access to all relevant data in its possession to develop the pilot program.
- C. Provide Sheriff's Department sworn personnel necessary to process citations, including court appearances.
- D. Prior to deploying an automated enforcement system, conduct a public hearing on the matter in accordance with Section 21455.6 of the CVC.
- E. Post all signage indicating the use of automated enforcement as required by Section 21455.5 of CVC.

#### V. CONTENT OF THE PROJECT PROPOSAL

The consultant's response to the City's Request for Proposal should provide the following information, using the same format and sequence:

##### A. Project Team

Provide an organization chart indicating principals and key project team members with an indication of their involvement in the project. For the identified project manager include information for three (maximum) recent similar projects where he/she was responsible for oversight.

##### B. Firm's Experience

List a maximum of five projects where your firm provided similar services for other public agencies in the State of California. For each project, provide the following information: location, owner, the owner's representative and telephone number, actual scope of services provided, the year the work was completed, your project manager's name, if applicable.

If some of the proposed work is to be subcontracted, identify the subcontractor's role and responsibility, and their identified project manager. Provide a maximum of three projects where the subcontractor provided similar services.

C. Project Scope

Discuss the equipment, methods and procedures that shall be employed to develop and operate the automated traffic signal enforcement and citation processing system as outlined in Section III of this Request for Proposal. Also identify any potential concerns or problems that may be encountered on this project.

D. Fee Schedule

The consultant shall include a fee schedule and method of payment for the estimated cost of the program.

E. Agreement

Attachment B is a copy of the City's typical professional service agreement. A statement **MUST** be made in the proposal that all terms and conditions are acceptable. If any revisions are requested, they must be described in full.

F. Schedule

The consultant shall provide a master schedule incorporating all milestones and manpower required to complete the pilot program.

G. Insurance

Proof of insurance requirements addressed in Section X of this Request for Proposal shall be submitted with the Proposal.

VI. SUBMITTAL OF PROPOSAL

Six (6) copies of the proposal shall be presented in a sealed envelope bearing the name, address and telephone number of the individual or entity submitting the proposal and shall be addressed to the CITY OF CERRITOS, ENGINEERING DIVISION, 18125 BLOOMFIELD AVENUE, CERRITOS, CALIFORNIA 90703, Attention: Hal Arbogast, Assistant City Engineer. The envelope shall be clearly marked with the notation "DO NOT OPEN - PROPOSAL TO

DEVELOP, CONSTRUCT, OPERATE AND MAINTAIN AN AUTOMATED TRAFFIC SIGNAL ENFORCEMENT AND CITATION PROCESSING PILOT PROGRAM."

The proposal shall be delivered to the addressee on or before 3:00 p.m. Friday, July 20, 2001.

#### VII. SELECTION PROCEDURES

Criteria for the evaluation of the proposals may include, but need not be limited to, the following:

- A. Completeness of proposal.
- B. Firm's and key project team member's experience in performing similar work.
- C. Firm's and key project team member's record in accomplishing work assignments.
- D. Consultant's demonstrated understanding of the scope of work.
- E. Quality of work previously performed by the firm.
- F. The fee required to perform the requested services.
- G. The consultant's comments on the proposed professional services agreement.

The City will evaluate all proposals. Weighted values will be assigned to each criterion.

#### VIII. ORAL INTERVIEWS

Beyond the written proposal, each firm may be asked to make an oral presentation to the Selection Advisory Committee.

The consultant should have available a principal in the firm and the project manager to discuss the following the major elements of the proposal and be prepared to answer questions clarifying their detailed proposal.

#### IX. INSURANCE/INDEMNIFICATION

The consultant's attention is directed to the insurance requirements below. It is highly recommended that the firm confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and

endorsements as prescribed and provided herein. If a contracted firm fails to comply strictly with the insurance requirements, that firm may be disqualified from award of the contract or terminated if the consultant is awarded the contract.

The consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the firm's performance. The cost of such insurance shall be borne by the firm. Failure to procure and/ or maintain the proper insurance is grounds for termination of this contract.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Occurrence-based Broad Form Comprehensive General Liability.
2. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.
3. Hold harmless and additional insured endorsements.
4. Professional Liability (Errors and Omissions)

B. Minimum Limits of Insurance

The firm shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract, or consultant shall receive written permission by City for variation.
2. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability.
3. Professional Liability: Professional Liability (Errors and Omissions) insurance with a minimum limit of \$1,000,000.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Cerritos, its officers, officials, employees, agents and volunteers; or the firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

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

1. General Liability

- a. The City of Cerritos, its officers, officials, employees, agents and volunteers are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
- b. The consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be in excess of the consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- d. Coverage shall state that the City insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers for losses.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after

thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. Verification of Coverage

The consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required policies at any time.

G. Hold Harmless and Indemnification

The consultant shall save, keep, indemnify, and hold harmless the City, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of injury to any property, and/ or business, or personal injuries received by reason of, or in the course of, the consultant's performance of the work which may be occasioned by any act or omissions of the consultant, any of the consultant's employees, or any subcontractors at its sole cost and expense.

X. RIGHT TO REJECT ALL PROPOSALS

The City of Cerritos reserves the right to reject any or all proposals submitted; and no representation is made hereby that any contract will be awarded pursuant to this Request for Proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City in response to this Request for Proposal shall become the property of the City.

ATTACHMENT "C"

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## ATTACHMENT "C"

### DESCRIPTION OF SERVICES

NESTOR shall provide the CITY with the following Services, each of which is more fully described below:

1. Site Installation Planning; Design and Equipment Installation
2. User Training and Support
3. Citation Preparation and Processing Services
4. Maintenance and Support
5. Public Education Campaign
6. Expert Witness Testimony and Court Training
7. Violation Review Station
8. Reporting
9. Meetings

1. Site Installation Planning, Design and Equipment Installation

1.1 The System. The System shall be comprised of equipment capable of monitoring the following traffic approaches at the following intersections:

Intersections

Approaches Enforced

**4 Intersections**

**2 Approaches per Intersection**

1.2 Substitution or Addition of an Intersection. If NESTOR or the CITY determines that one or more of the above intersections is not for any reason appropriate for the System (and such determination is made at least fifteen (15) days prior to the commencement of installation of the System at any such intersection), then alternate intersection(s) may be substituted by written consent of the CITY and NESTOR. If the Parties fail to agree on any such alternate intersection, this Agreement will remain in full force and effect with the exception of the intersection in question, which shall be deleted herefrom.

1.3 Timeframe for Installation of the System. The above intersections will be installed and activated in phases in accordance with an Implementation Plan to be mutually agreed to by NESTOR and the CITY. NESTOR will install the System in accordance with the schedule set forth in the Implementation Plan. The CITY agrees that the estimated dates of the installation and activation of the System set forth in the Implementation Plan may be adjusted to reflect conditions beyond the control of NESTOR.

1.4 Installation/Ownership of the System. NESTOR will procure, install and provide support of traffic signal violation detection equipment (computer hardware, software, cameras, camera housing and mounts, communications equipment and roadside controller cabinets) as specified in the Proposal at each of the designated intersections provided for above. All components for the System will remain the property of NESTOR.

#### 1.5 Installation

1.5.1 NESTOR shall submit plans and specifications, prepared under the direction of a professional engineer licensed to practice in the State of California, to the CITY for review and approval. The CITY shall process said submittal in a timely manner not to exceed a maximum of two weeks per submittal. These plans and specifications shall be signed and stamped as approved by a professional engineer licensed to practice in the State in which the CITY is located. NESTOR shall provide at least three sets of drawings of the wiring for the System circuitry. NESTOR shall be responsible for obtaining approvals from the State of California Department of Transportation (Caltrans) for the installation of the system at the Caltrans controlled intersection. The CITY shall assist in obtaining said approvals.

1.5.2 All wiring shall be internal to equipment (not exposed) and underground in existing or new traffic signal conduits. Separate conduits shall be used by NESTOR if existing conduits are at capacity. If existing conduits are used, the CITY will not unreasonably withhold, delay or condition consent to such use.

1.5.3 The System shall be electrically isolated from the traffic signal system using industry-standard practice and methods. In the event that NESTOR and the CITY cannot, in good faith, agree on the method of isolation, NESTOR shall procure, at its own expense, such equipment or means to accomplish the isolation or to meet the requirements of such.

1.5.4 The System may be mounted on or utilize support of existing traffic signal poles or other intersection structures where possible, subject to CITY review and approval, such review and approval not to be unreasonably withheld, delayed or conditioned.

1.5.5 The System poles, foundations and new infrastructure, as required, shall conform to applicable law. The CITY shall be solely responsible for remediation that may be required with respect to such poles, foundations and new infrastructure if such remediation is required due to conditions not caused by NESTOR.

1.5.6 NESTOR shall notify the CITY at least 48 hours prior to interfacing with traffic signal equipment. NESTOR shall be responsible for installing all its wiring into CITY cabinets.

1.5.7 To the maximum extent permitted by law, the CITY shall waive any permit fees for any System construction and installation. NESTOR and its contractors shall be required to obtain business licenses from the CITY.

1.6 Production of Video Files. NESTOR shall produce digital video files of each red light violation, capable of identifying vehicles traveling through the intersection during the red light phase. The violation video shall capture the driver's view of the traffic signal, the driver of the vehicle and either the front or rear view of the vehicle license plate.

1.7 Restoration of Intersections. Upon termination or expiration of the Agreement, NESTOR shall remove the System and restore the affected public facilities including returning the intersections to their original condition; provided, however, that NESTOR shall not be required to remove any conduit, in-ground fixture, underground wiring or other infrastructure that will require excavation or demolition. All costs incurred by NESTOR thereby will be the responsibility of NESTOR.

## 2. User Training and Support

2.1 Training of CITY Personnel. During System installation, NESTOR will provide up to eight (8) hours of training for up to ten (10) persons at one (1) session at the CITY's facilities to acquaint CITY personnel with System operation at no cost to the CITY. Training shall consist of instructional and operational training as well as hands-on equipment exercises with an instructor. All necessary training materials and documentation will be provided by NESTOR. If the CITY requests additional courses or training, NESTOR will provide these on a fully cost reimbursable basis.

## 3. Citation Preparation and Processing Services

3.1 Citation Preparation and Processing. NESTOR will process approved violations utilizing a computerized traffic citation program ("Citation Composer"). In processing violations, NESTOR shall print and mail citation forms. NESTOR shall pay all mailing and postage costs, and such other miscellaneous costs and expenses as may be reasonably necessary to issue a citation and deliver it by U.S. mail. To the extent required by applicable law, NESTOR will obtain a certification of mailing issued by the Post Office. Notwithstanding anything to the contrary in the foregoing provisions of this Section 3.1, NESTOR will not process nor support any citations not captured by the System and approved by the CITY.

3.1.1 Mailing of Citations. Citations shall be mailed to the violator in accordance with State Law after being approved by the CITY and transmitted to NESTOR's processing center. The form of citation shall be subject to the approval of the CITY, which approval may not be unreasonably delayed, conditioned or withheld.

3.1.2 Cooperation with Police and the Courts. NESTOR shall cooperate with the CITY's Police Department or law enforcement agency and the Courts in the issuance of violations. NESTOR shall submit mutually agreed information necessary to issue violation notices to the Police Department or law enforcement agency. All citations shall be reviewed and approved by the CITY's Police Department or law enforcement agency prior to mailing. In addition, NESTOR will cooperate with the Courts to set up the necessary communications and procedures that will enable NESTOR to send delinquent notices to those registered owners/drivers for whom such notices are appropriate.

3.2 Access to Drivers License Information. To the extent NESTOR is able, NESTOR shall access directly the driver's license information and the registered owner residence address from the State department that regulates the use and operation of motor vehicles (the "DMV"). If NESTOR is unable to access such information, NESTOR shall provide the license plate number of violators to the CITY, which will provide such information to NESTOR within a reasonable period of time. NESTOR shall keep all information obtained confidential.

3.3 Numbering System. NESTOR, in coordination with the courts, will develop and implement an independent numbering system for automated red light citations.

3.4 Transmission of Information. NESTOR will download all citation information via a secure electronic file into the Court database. NESTOR shall maintain a documented chain of custody for all electronically transmitted information while the information is under NESTOR's control. NESTOR shall keep all information obtained confidential.

3.5 Customer Service. NESTOR will provide an automated customer service telephone number to the public. Customer Service Representatives will be available Monday through Friday, from 8:30 to 5 p.m. local time (at the CITY), excluding holidays, in order to schedule violation video viewing appointments for the Police Department or law enforcement agency and to answer basic questions regarding the CITY's program.

3.6 Notification of Failure to Appear. The CITY shall use its best efforts to establish with the DMV an agreement or procedure to compel to the maximum extent permitted by a law a violator's driver's license or automobile registration, requiring the violator to go to court to have such hold lifted, requiring the violator to sign a promise to appear and, if applicable, issuing a warrant for such violator.

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#### 4. Maintenance

4.1 Maintenance of System. Except as provided herein, NESTOR shall maintain the System (as defined below); provided, however, that NESTOR shall not be responsible for any maintenance, repair or replacement required as a result of (A) the negligence or intentional act of the CITY, its employees, agents or independent contractors (other than NESTOR) and/or (B) any equipment or software not provided by NESTOR. NESTOR shall maintain a maintenance log that documents all service issues. To "maintain the System" shall mean to keep the System in such a

state of operation such that the System's functionality conforms in all material respects to the description of the System set forth in this Exhibit.

4.2 Equipment Checks. NESTOR shall perform remote camera and PC equipment checks on a daily basis to confirm proper operation of computers, cameras and communications network. Routine in-field camera equipment inspection will be done as needed.

5. Public Education Campaign

5.1 Public Awareness Program. NESTOR shall assist the CITY with a Public Awareness Program. Such assistance shall consist of:

- 1) Reasonable assistance for a media event to launch the community education program.
- 2) A reasonable amount of training for a CITY staffed speaker's bureau
- 3) The production of warning signs (as described in Section 5.2) for installation by CITY
- 4) Preparation and issuance of warning notices mailed to violators for the first 30 days of the program
- 5) A toll-free customer service hotline as described in Section 3.5

5.2 Warning Signs. NESTOR shall provide one (1) warning sign per Installed Approach. The signs shall be in compliance with applicable law. The CITY will be responsible for installation and NESTOR will recommend appropriate installation locations.

6. Expert Witness Testimony and Court Training

6.1 Expert Witness Testimony. NESTOR will provide expert witness testimony reasonably necessary, to testify regarding the accuracy and technical operation of the System. For any such testimony requested by the CITY after 180 day(s) following the Warning Period, the CITY shall pay NESTOR a fee for the time (including time spent for preparation, travel and attendance in Court) of such expert witness based upon NESTOR's then current hourly rate for such services (currently \$175/hour), plus all reasonable out-of-pocket expenses.

6.2 Court Training. NESTOR will conduct a one-day workshop-orientation session for Court judges (and/or their designees); other appropriate court officials and the City prosecutor.

7. Violation Review Station

7.1 Provision of Equipment. NESTOR will provide one (1) laptop workstation and printer (which shall remain the property of NESTOR) to be used by the CITY for citation approval, violation video viewing appointments and court hearings.

8. Reporting

8.1 Weekly Report. NESTOR shall provide a weekly report to the City's Contract Administrator, Police Department or law enforcement agency and the Court during the Warning Period. The report shall include the number of violations recorded.

8.2 Monthly Report. NESTOR shall submit to the CITY a Monthly Report on project results within thirty (30) days of the end of each calendar month. The Monthly Report shall include information for each violation recorded by the System as well as the following items:

- A) Number of violations recorded
- B) Number of non-issued violations
- C) Breakdown of reasons for non-issuance
- D) Number of citations issued
- E) Court hearings scheduled and held
- F) Number of calls for information
- G) Number of violation video viewing appointments scheduled

8.3 Additional Reports or Information. Any other reports and information are not part of the Agreement and the preparation and delivery of any other such reports or information may result in additional fees.

8.4 Database. NESTOR shall maintain a database with the following information per violation:

- A) Location, date and time
- B) Number of seconds of red traffic signal
- C) Type of violation
- D) Vehicle description including license plate state and number
- E) Applicable vehicle code section violated
- F) Citation prepared or reason for not preparing citation

- G) Registered vehicle owner's name and address, driver's license number and related information required to prepare citations where violation is made by a driver other than registered owner (Affidavit of Non-Liability)
- H) Status of citation (outstanding, cancelled, reissued, paid, bail forfeited, traffic school, warrants issued, etc.)

9. Meetings

NESTOR representative(s) shall be made reasonably available to meet with the Police Department, and other representatives of the CITY as determined by the CITY, on bi-weekly basis during program implementation and on a monthly basis once the program is fully operational. Subject to approval and agreement by both parties, telephone or other acceptable means may be used to conduct such meetings.

ATTACHMENT "D"

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## ATTACHMENT D

### LICENSE AGREEMENT FOR CROSSINGGUARD SOFTWARE

This License Agreement (the "License") is a legal agreement between the City of Cerritos (the CITY) and Nestor Traffic Systems, Inc. ("NESTOR") for the NESTOR software product CROSSINGGUARD, (the "SOFTWARE PRODUCT"). The SOFTWARE PRODUCT includes any updates and supplements to the original SOFTWARE PRODUCT provided to the CITY by NESTOR. Any software provided by NESTOR along with the SOFTWARE PRODUCT that is associated with a separate license agreement is licensed to the CITY under the terms of that license agreement. By execution of the Agreement between the CITY and NESTOR for automated traffic signal enforcement (the Agreement), the CITY has agreed to be bound by the terms of this License.

1. GRANT OF LICENSE. The SOFTWARE PRODUCT is licensed, not sold. This license grants the CITY only the following rights: The CITY may install and use one copy of the SOFTWARE PRODUCT on up to five computers, including workstations, terminals or other digital electronic devices ("COMPUTERS"). The CITY may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS. The CITY may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer. The CITY may not rent, lease, transfer or lend the SOFTWARE PRODUCT. This License does not grant the CITY any rights in connection with any trademarks or service marks of NESTOR. Without prejudice to any other rights, NESTOR may terminate this License if the CITY fails to comply with the terms and conditions of this License. In the event this License is terminated, the CITY must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. SUPPORT SERVICES AND UPGRADES. NESTOR shall provide the CITY with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Agreement. Any supplemental software code provided to the CITY as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this License. With respect to technical information the CITY provides to NESTOR as part of the Support Services, NESTOR may use such information for its business purposes, including for product support and development. NESTOR will not utilize such technical information in a form that personally identifies the CITY. If the SOFTWARE PRODUCT is labeled as an upgrade, the CITY must be properly licensed to use a product identified by NESTOR as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for the CITY'S eligibility for the upgrade. The CITY may use the

resulting upgraded product only in accordance with the terms of this License. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that the CITY licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than five (5) computers.

4. COPYRIGHT. All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by NESTOR or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This License grants the CITY no rights to use such content. All rights not expressly granted are reserved by NESTOR.

5. DUAL-MEDIA SOFTWARE. The CITY may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium the CITY receives, the CITY may only use one medium that is appropriate for the CITY=S computers. The CITY may not use or install the other medium on another computer. The CITY may not loan, rent, lease, lend or otherwise transfer the other medium to another user.

6. BACKUP COPY. After installation of the SOFTWARE PRODUCT pursuant to this License, the CITY may keep the original media on which the SOFTWARE PRODUCT was provided by NESTOR solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTERS, the CITY may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this License, the CITY may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.


7. U.S. GOVERNMENT RESTRICTED RIGHTS. If the CITY is acquiring the SOFTWARE PRODUCT (including the related documentation) on behalf of the United States Government, the following provisions apply. The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. The SOFTWARE PRODUCT is deemed to be "commercial software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the SOFTWARE PRODUCT (including the related documentation) by the U.S. Government or any of its agencies shall be governed solely by the terms of this License and shall be prohibited except to the extent expressly permitted by the terms of this License. Manufacturer is NESTOR; its address is set forth in the Agreement.

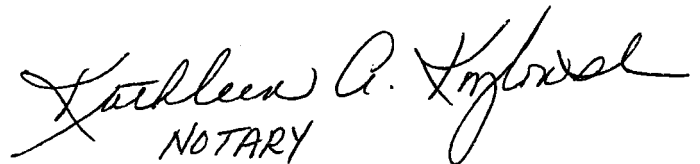
8. COMPLIANCE WITH LAW AND EXPORT RESTRICTIONS. The CITY represents and agrees that the CITY does not intend to and will not use, disseminate or transfer in any way the SOFTWARE PRODUCT in violation of any applicable law, rule or regulation of the United States, or any State of United States or any foreign country of applicable jurisdiction. Without limiting the foregoing, the CITY agrees that the CITY will not export or re-export the SOFTWARE PRODUCT to any country, person, entity or end user subject to U.S. export restrictions. The CITY specifically agrees not to export or re-export the SOFTWARE PRODUCT: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any end-user who the CITY knows or has reason to know will utilize the SOFTWARE PRODUCT or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

CITY OF CERRITOS

NESTOR TRAFFIC SYSTEMS, INC.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Executive Vice President - CFO

  
NOTARY

ATTACHMENT "E"

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## ATTACHMENT E

### LEASE AGREEMENT FOR CROSSINGGUARD SYSTEM

The Lease Agreement (the "Lease") is part of an agreement between the City of Cerritos (the "CITY") and Nestor Traffic Systems, Inc. ("NESTOR") (the "Agreement") (to which a copy of this Lease is attached as Exhibit E). The Parties hereto agree as follows:

1. LEASE. NESTOR hereby leases to CITY and CITY hereby leases from NESTOR, subject to the terms and conditions of this Lease and conditions of this lease and the Agreement, the CrossingGuard System Hardware Components (the "Equipment") that CITY obtains possession, custody or control pursuant to the Agreement.

2. USE AND LOCATION. The Equipment shall be used and operated by CITY only in connection with the operation of an automated traffic signal enforcement system (the "System") by employees of CITY and in accordance with all applicable operating instructions, and applicable government laws, rules and regulations. CITY shall not part with control or possession of the Equipment without NESTOR's prior written consent.

3. CONDITION. CITY shall keep the Equipment in good condition and working order, ordinary wear and tear from proper used excepted. CITY shall not make any alterations, additions or improvements to the Equipment without NESTOR's prior written consent unless such alterations, additions or improvements do not impair the commercial value or the originally intended function or use of the Equipment and are readily removable without causing material damage to such Equipment so as to return the Equipment to its original state, less ordinary wear and tear. Any alternation, addition or improvement not removed prior to the return of the Equipment shall without further action become the property of NESTOR, provided however, that any alterations, additions and improvements which would reduce the value of the Equipment must be removed prior to the return of such Equipment.

4. RETURN. Upon the expiration or earlier termination of the Agreement, CITY shall return the Equipment in the same condition as when delivered to CITY, ordinary wear and tear excepted, to NESTOR at the location specified by NESTOR.

5. OWNERSHIP, LIENS. The Equipment is and shall at all times be the property of NESTOR. CITY agrees to take all action necessary or reasonably requested by NESTOR to ensure that the Equipment shall be and remain personal property. Nothing in the Lease, the Agreement or any Exhibit shall be construed as conveying to CITY any interest in the Equipment. If at any time during the term hereof, NESTOR supplies CITY with labels, plates or other markings evidencing ownership, security or other interest therein, CITY shall affix and keep the same displayed on the Equipment. CITY shall, at its expense, keep the Equipment free and clear of all liens, charges, claims and other encumbrances.

6. NO CITY SUBLEASE; ASSIGNMENT. **CITY SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OR OTHERWISE RELINQUISH POSSESSION OR CONTROL OF ALL OR PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUB-LEASE OF ALL OR ANY PART OF THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF NESTOR.**

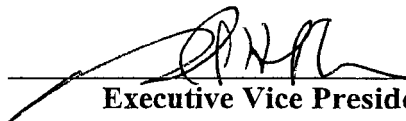
7. FINANCING STATEMENTS; FURTHER ASSURANCES. NESTOR and CITY intend this transaction to be a leasing transaction only, but to the extent, at any time or from time to time, this

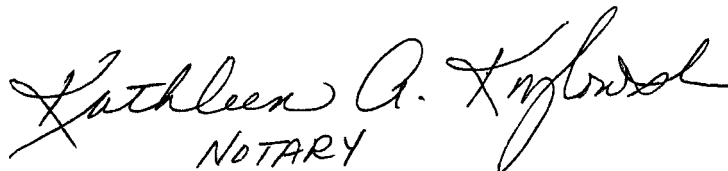
Lease is construed to be a transaction intended as security, NESTOR retains and CITY hereby grants a security interest in all the Equipment, the proceeds of any sale, assignment, lease or sublease thereof, any insurance proceeds, and any other rights of CITY in and to the Equipment this Lease and/or their proceeds. CITY, at the request of NESTOR and at CITY's expense, agree to execute and deliver to NESTOR any financing statements, fixture filings or other instruments necessary for perfecting the interests and title of NESTOR in the Equipment, and CITY agrees that NESTOR may, in NESTOR's sole discretion, file a copy of the Agreement, this Lease and any Exhibits in lieu of a financing statement. CITY agrees, at NESTOR's expense, to promptly execute and deliver such further documents and take any and all other action reasonably requested by NESTOR from time to time, for the purpose of fully effectuating the intent and purposes of this Lease, and to protect the interests of NESTOR, its successors and permitted assignees.

**CITY OF CERRITOS**

**NESTOR TRAFFIC SYSTEMS, INC.**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Executive Vice President - CFO

  
Kathleen A. England  
NOTARY