

**CITY AND COUNTY OF SAN FRANCISCO**  
**Municipal Transportation Agency**  
**1 South Van Ness Avenue, 7<sup>th</sup> Floor**  
**San Francisco, California 94103-5417**

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of **December 1, 2007**, in San Francisco, California, by and between **ACS State and Local Solutions** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency (the "Agency").

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**a. Agreement.** The term "Agreement" shall mean the Agreement dated **December 19, 2005**, between Contractor and City.

**b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Appendices.** Appendices of the Agreement currently reads as follows:

**APPENDICES**

A: Services to be Provided by Contractor

B: Calculation of Charges

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

- Exhibit 6 - Construction Design and Consultation for Future Expansion Locations

C: Court Evidence Package

D: Affidavit of Custodian of Records

E: Monthly Viewing Report

F: System Requirements for Supplied Equipment and Technical Specifications

**Such section is hereby amended in its entirety to read as follows:**

### **APPENDICES**

A: Services to be Provided by Contractor

B: Calculation of Charges

- Exhibit 1 – Program Administration Existing Locations
- Exhibit 2 - Third Party Damage Repairs
- Exhibit 3 – Option to Self Administer
- Exhibit 4 – Program Administration for Future Expansion Locations
- Exhibit 5 – Supply of System Equipment Lease Fees for Future Expansion Locations
- Exhibit 6 - Construction Design and Consultation for Future Expansion Locations
- Exhibit 7 – Additional Gatsometer Type 36 Cameras

C: Court Evidence Package

D: Affidavit of Custodian of Records

E: Monthly Viewing Report

F: System Requirements for Supplied Equipment and Technical Specifications

a. **Appendix A.** Appendix A of the Agreement currently reads as follows:

### **Appendix A SERVICES TO BE PROVIDED BY CONTRACTOR**

#### **General Description**

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

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

Contractor agrees to perform the following services:

## **I. Existing System Intersections**

### **A. Program Administration**

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

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

Under DPT direction, Contractor shall assume administration and maintenance of the existing Red Light Photo Enforcement System currently in place in conformance with Appendix F - System Requirements for Supplied Equipment and Technical Specifications at each of the above intersections immediately upon the first day of the agreement and diligently perform the tasks outlined in this Agreement until such time as specified by this Contract. Upon execution of this agreement, Contractor understands and agrees to immediately assume administration support responsibilities of the existing

System so as to ensure a seamless transition with no gaps in existing levels of Red Light Photo Enforcement.

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

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

## **B. Change Orders**

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

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

## **C. No Modifications Allowed**

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

## **D. Existing Third Party Damage Repairs**

As part of its included services and in accordance with the Contractor Proposal, Contractor shall repair all existing Third Party Damages to bring the existing System at each of the existing 23 intersections to fully operating condition. These repairs shall result in providing City with a fully operational "turn-key" System, refurbished in all respects and in like-new condition at all 23 intersections, satisfying all requirements of the RFP which specify the successful vendor shall provide a "turn-key" system for all intersections, existing and new. These repairs include but may not be limited to, System Equipment, and adjustment/calibration, testing and tuning of equipment and any other repairs as may be necessary to complete installation of a fully functioning System at all existing intersections.

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

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

#### **E. Warranty**

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

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

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

#### **F. Maintenance, Servicing and Rotation**

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

1. Contractor shall rotate all Camera Units among the available housings at all existing intersections as identified in Section A.
2. Contractor shall rotate Camera Units from one location to another on a schedule agreed to by the parties. Three business days before the first day of every month, the Contractor shall submit a schedule outlining the current status of all System Equipment, and list approaches currently in enforcement within the System and proposed rotations to be approved by DPT. If DPT does not notify Contractor of revisions within five (5) business days, the rotation schedule shall be deemed approved. Notwithstanding the above provisions, DPT can request Contractor to revise the rotation schedule at any time, and Contractor shall effectuate such revisions within two (2) business days.
3. When Contractor services the Camera Units, Contractor shall inspect and test Camera Units and System Equipment as necessary, to manufacturers' specifications, and shall complete a Field Technician Service and Inspection Log, created by Contractor.
4. Contractor shall keep in its files the original Field Technician Service and Inspection Logs for use as evidence as required by the Court.
5. Contractor shall respond to any material malfunction of the System within twenty four (24) hours after DPT provides written notice regarding a System malfunction to Contractor (Malfunction Notice). Contractor shall inspect the equipment and functionality of the System as a whole and individually at each of the System intersections when collecting film, but not less than weekly for digitally enforced locations. In the event that Contractor discovers any

malfunction or defect, or in the event that Contractor receives a Malfunction Notice, Contractor shall notify DPT Project Manager within 24 hours and use its best efforts to cause such malfunction or defect to be repaired within 48 hours, and in the event that such malfunction or defect has not been substantially repaired within 48 hours, the Contractor shall notify the DPT Project Manager with a written report identifying the problem, available options on how to correct it, and the Contractor's recommendation on how to proceed. DPT reserves the right to determine the final course of action in all such cases. Should a defect or malfunction attributable to Contractor negligence or error result in a material loss of citation evidence DPT shall have the right to be compensated by Contractor for such loss based on the estimated number of citations lost (based on historical citation rates of the enforced approaches where the loss occurs) due to the malfunction or defect or liquidated damages as specified in Contract Section 19, whichever is less.

6. Contractor shall collect exposed film on a routine basis. When collecting the film, Contractor shall inspect and test the Camera Unit to verify that it is in working order. Contractor shall record and remedy any problems at Contractor's expense.
7. The City shall be responsible for relocating any System Equipment that must be moved to meet the needs of the City outside the scope of this work. In this circumstance, the City shall relocate the System Equipment at its sole expense.
8. All repair and maintenance of the Red Light Photo Enforcement System and related equipment will be the sole responsibility of Contractor, including but not limited to maintaining the casings of the cameras included in the System and all other related System Equipment in reasonably clean and graffiti-free condition.
9. Contractor shall not open the Traffic Signal Controller Boxes without prior authorization from DPT and a DPT representative present.
10. The provision of all necessary electrical, telephone services, DSL, cable, or other broadband services to the Designated Intersection approaches will be the sole responsibility of Contractor.
11. In the event that images of a quality sufficient for the San Francisco Police Department (SFPD) personnel to identify violations cannot be reasonably obtained without the use of flash units, Contractor shall provide and install such flash units.
12. The Contractor Project Manager (or a reasonable alternate) shall be available to the DPT Project Manager each day, on a reasonable best efforts basis.
13. All electrical connections with DPT equipment and systems are limited to intersection signal outputs and must be optically or otherwise isolated.
14. The Image Processing Unit may be connected to the traffic signal controller to obtain the following:
  - a. Contact closure of signal when traffic light enters the amber phase.
  - b. Contact closure of signal when traffic light enters the red phase.
  - c. Power source (110V AC).
15. Backup power should be provided so that the system clock and other data elements displayed in images are maintained for a minimum of seven (7) days in the event of a main power supply failure.
16. The Contractor shall make all necessary repairs and maintenance of the System and related equipment, including, but not limited to, maintaining the casings of the cameras included in the System and all other equipment in reasonably clean and graffiti-free condition.
17. Contractor shall make available a technician during any construction projects at designated intersections that will have a direct impact and implications on the overall functioning of the System.

## **G. As-Built Plans**

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

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

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

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

## **H. Decoy Camera Units**

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

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

## **I. Data Security**

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

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

**J. Public Awareness Campaign**

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

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

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

**K. Supply of Computer Workstations**

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

1. Workstations

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

- (1) UPS (Un-interruptible Power Supply).
- (2) High quality 19" LCD Monitor(s) with swivel base. All monitors shall also be secured to prevent falling if pushed.
- (3) Pentium 4 based PC.
- (4) Software Requirements:
  - (a) Modern operating system - Microsoft NT 4.0 or Windows XP.
  - (b) Adjudication software - this software shall provide at least the following minimum capabilities:
    - (i) Access on-line database of citations providing up to date information to the Court,
    - (ii) Store and access no less than two years worth of citations data and digitized images,
    - (iii) Allow the Court to retrieve violations by citation number and display all data contained on the Citation as well as digitized images of the actual violation photos including close-ups of the violator's face and license plate, and
    - (iv) Allow duplication via a laser printer of the original Citation.
  - (c) Anti-Virus Protection.
- (5) High resolution printer - capable of reprinting Notices to Appear for court



- personnel and defendants. One printer shall be supplied for each workstation.
- (6) Miscellaneous - mouse, keyboard, anti-theft cable and lock.

b. Traffic Monitoring Center (SFgo) Workstation

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

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

**L. Business Rules for Issuing Citations**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **M. Citation Processing**

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

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

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

The Contractor shall send with each Citation a statement describing the technology used including information necessary to interpret all data shown on the photograph, the form of which must be approved in advance by the City. The Contractor shall amend this information if requested by City, at no additional cost to City. The Contractor is responsible for printing each envelope, Citation, and all other materials sent to each alleged violator.

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

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

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

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

**N. Signing Citations**

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

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

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

**O. Court Evidence Packages**

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

The Contractor shall make available computerized or on-line access to violation data and photographs for court proceedings and also provide at least two photographs of the violation in the Court Evidence Package: 1) the full view of the first photograph taken by the System, and 2) the full view of the second photograph taken by the System. In either case, the Contractor shall provide access to violation photographs for review by alleged violators at the court.

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

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

**P. Court Testimony**

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

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

**Q. Citation Dismissals and Reissues**

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

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

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

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

**R. Quality Assurance Audits**

Internal quality control is essential and shall be achieved by a double blind internal review of each violation by Contractor staff, quality assurance review of all issued citations by the Police Department, and periodic external System audits by DPT Project Manager. Quality assurance audits will be conducted by DPT for randomly selected samples of recorded violations on a periodic basis.

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

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

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

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

#### **S. Monthly Viewing Report and Management Meeting**

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

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

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

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

#### **T. Standards of Performance**

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

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

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

Each month as part of the Monthly Viewing Report and Management Meeting requirements, the DPT Program Manager shall meet with the Contractor Project Manager to review the System's performance. Measures of effectiveness (MOE) will be established to monitor the System's effectiveness on a quarterly basis and may include total number of events captured, citations issued, citations contested,

number of enforceable citations lost due to controllable and uncontrollable factors, results from the film viewing report, quality assurance auditing, contractual obligations or any other factors related to the execution of this contract as mutually agreed upon. The MOE may change depending on seasonal factors, construction issues, citation issuance, intersections in enforcement, enforcement objectives and any other factors as determined by DPT.

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

#### **U. Technical Upgrades**

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

#### **V. Legal Changes and Challenges**

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

#### **W. Warning Signs**

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

#### **X. Training**

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

#### **Y. Internet Customer Service**

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

implementation. The internet site shall be operational within sixty (60) days following notification to Contractor of the certification of the Agreement.

#### **Z. Self-Administration**

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

### **II. Expansion of Existing System**

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

#### **A. Site Selection**

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

The City may ask Contractor to perform camera surveys of driver behavior at candidate intersections including counts of unenforced red light violations. Contractor may be asked to further assist in the site selection process by providing information on those candidate intersections most suitable for installation of automated enforcement equipment. In particular, Contractor must make every effort to provide information on candidate sites that enables City to avoid selecting those intersections where undesirable characteristics affect the installation and operation of the red light photo enforcement system. Undesirable characteristics include, but are not limited to, intersections with nearby driveways that restrict camera pole or auxiliary flash installation, approaches that are more than three lanes wide, double left turn lanes where views are obstructed, and wide crossing streets where second photographs may not be taken at the pre-determined location due to motorists changing speed as they traverse the intersection.

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

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

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

**B. Construction Design**

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

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

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

- a. Installation plans shall be complete, including detailed engineering drawings approved by a civil or electrical engineering firm licensed by the State of California. Upon completion and acceptance of installation, the Contractor shall provide as-built drawings of the actual installation within ten (10) business days, as specified in Section I.G - As-Built Plans.
- b. Contractor shall produce engineering drawings (1 inch = 20 feet) for all constructed intersections under this Contract. These drawings must show the exact locations of all System Equipment to be installed. The engineering drawings must accurately show the scope of work and clearly distinguish the new conduit and wiring from the existing conduit and wiring. Contractor shall submit PS&E for all new System intersections to the DPT Project Manager for review within a mutually agreed upon lead time from receiving written Notice to Proceed.
- c. DPT in conjunction with the San Francisco Department of Public Works ("DPW") shall have a maximum of five (5) business days per location to review the engineering drawings, make comments, and "red line" corrections. If DPT does not approve submitted engineering drawings within five (5) business days, deadlines shall be extended accordingly. Contractor may submit drawings for each intersection as completed, rather than submitting all drawings at once. Following approval of each location by DPT, the selected Contractor may begin construction.

**C. Constructor Contractor**

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

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



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

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

#### **D. Supply of System Equipment**

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

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

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

#### **E. Construction Consultation**

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

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

#### **F. Program Administration**

At City’s direction, Contractor shall assume administration and maintenance in conformance with Appendix F - System Requirements for Supplied Equipment and Technical Specifications

for each newly constructed Red Light Photo Enforcement System at each new intersection and diligently perform the tasks outlined in this Agreement.

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

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

#### **G. Warning Period**

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

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

Such section is hereby amended in its entirety to read as follows:

### **Appendix A**

#### **SERVICES TO BE PROVIDED BY CONTRACTOR**

##### **General Description**

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

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

Contractor agrees to perform the following services:

## **I. Existing System Intersections**

### **A. Program Administration**

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

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

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

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

Costs for program administration shall be in accordance with the itemized monthly cost breakdown contained in Appendix B, Exhibit 1 – Program Administration Existing Locations and Appendix B, Exhibit 7 – Additional Gatsometer Type 36 Cameras.

**B. Change Orders**

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

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

**C. No Modifications Allowed**

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

**D. Existing Third Party Damage Repairs**

As part of its included services and in accordance with the Contractor Proposal, Contractor shall repair all existing Third Party Damages to bring the existing System at each of the existing 23 intersections to fully operating condition. These repairs shall result in providing City with a fully operational "turn-key" System, refurbished in all respects and in like-new condition at all 23 intersections, satisfying all requirements of the RFP which specify the successful vendor shall provide a "turn-key" system for all intersections, existing and new. These repairs include but may not be limited to, System Equipment, and adjustment/calibration, testing and tuning of equipment and any other repairs as may be necessary to complete installation of a fully functioning System at all existing intersections.

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

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

**E. Warranty**

As a part of its included services and in accordance with the Contractor Proposal, Contractor agrees to warranty all cameras maintained and provided under this Agreement for the life of the contract. Should any camera under this Agreement or any other system device provided by Contractor critical to

maintaining enforcement levels at any location malfunction at any time during the Contract, Contractor shall diagnose, repair, and/or rebuild each unit to remedy and correct said problem at no cost to City and within a reasonable time (generally within 10 business days). No repair work shall occur under this contract until City is notified as to the method of repair, extent, and schedule for repair.

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

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

#### **F. Maintenance, Servicing and Rotation**

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

1. Contractor shall rotate all Camera Units among the available housings at all existing intersections as identified in Section A.
2. Contractor shall rotate Camera Units from one location to another on a schedule agreed to by the parties. Three business days before the first day of every month, the Contractor shall submit a schedule outlining the current status of all System Equipment, and list approaches currently in enforcement within the System and proposed rotations to be approved by DPT. If DPT does not notify Contractor of revisions within five (5) business days, the rotation schedule shall be deemed approved. Notwithstanding the above provisions, DPT can request Contractor to revise the rotation schedule at any time, and Contractor shall effectuate such revisions within two (2) business days.
3. When Contractor services the Camera Units, Contractor shall inspect and test Camera Units and System Equipment as necessary, to manufacturers' specifications, and shall complete a Field Technician Service and Inspection Log, created by Contractor.
4. Contractor shall keep in its files the original Field Technician Service and Inspection Logs for use as evidence as required by the Court.
5. Contractor shall respond to any material malfunction of the System within twenty four (24) hours after DPT provides written notice regarding a System malfunction to Contractor (Malfunction Notice). Contractor shall inspect the equipment and functionality of the System as a whole and individually at each of the System intersections when collecting film, but not less than weekly for digitally enforced locations. In the event that Contractor discovers any malfunction or defect, or in the event that Contractor receives a Malfunction Notice, Contractor shall notify DPT Project Manager within 24 hours and use its best efforts to cause such malfunction or defect to be repaired within 48 hours, and in the event that such malfunction or defect has not been substantially repaired within 48 hours, the Contractor shall notify the DPT Project Manager with a written report identifying the problem, available options on how to correct it, and the Contractor's recommendation on how to proceed. DPT reserves the right to determine the final

course of action in all such cases. Should a defect or malfunction attributable to Contractor negligence or error result in a material loss of citation evidence DPT shall have the right to be compensated by Contractor for such loss based on the estimated number of citations lost (based on historical citation rates of the enforced approaches where the loss occurs) due to the malfunction or defect or liquidated damages as specified in Contract Section 19, whichever is less.

6. Contractor shall collect exposed film on a routine basis. When collecting the film, Contractor shall inspect and test the Camera Unit to verify that it is in working order. Contractor shall record and remedy any problems at Contractor's expense.
7. The City shall be responsible for relocating any System Equipment that must be moved to meet the needs of the City outside the scope of this work. In this circumstance, the City shall relocate the System Equipment at its sole expense.
8. All repair and maintenance of the Red Light Photo Enforcement System and related equipment will be the sole responsibility of Contractor, including but not limited to maintaining the casings of the cameras included in the System and all other related System Equipment in reasonably clean and graffiti-free condition.
9. Contractor shall not open the Traffic Signal Controller Boxes without prior authorization from DPT and a DPT representative present.
10. The provision of all necessary electrical, telephone services, DSL, cable, or other broadband services to the Designated Intersection approaches will be the sole responsibility of Contractor.
11. In the event that images of a quality sufficient for the San Francisco Police Department (SFPD) personnel to identify violations cannot be reasonably obtained without the use of flash units, Contractor shall provide and install such flash units.
12. The Contractor Project Manager (or a reasonable alternate) shall be available to the DPT Project Manager each day, on a reasonable best efforts basis.
13. All electrical connections with DPT equipment and systems are limited to intersection signal outputs and must be optically or otherwise isolated.
14. The Image Processing Unit may be connected to the traffic signal controller to obtain the following:
  - a. Contact closure of signal when traffic light enters the amber phase.
  - b. Contact closure of signal when traffic light enters the red phase.
  - c. Power source (110V AC).
15. Backup power should be provided so that the system clock and other data elements displayed in images are maintained for a minimum of seven (7) days in the event of a main power supply failure.
16. The Contractor shall make all necessary repairs and maintenance of the System and related equipment, including, but not limited to, maintaining the casings of the cameras included in the System and all other equipment in reasonably clean and graffiti-free condition.

17. Contractor shall make available a technician during any construction projects at designated intersections that will have a direct impact and implications on the overall functioning of the System.

#### **G. As-Built Plans**

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

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

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

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

#### **H. Decoy Camera Units**

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

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

#### **I. Data Security**

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

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

**J. Public Awareness Campaign**

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

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

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

**K. Supply of Computer Workstations**

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

1. Workstations

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

- (1) UPS (Un-interruptible Power Supply).
- (2) High quality 19" LCD Monitor(s) with swivel base. All monitors shall also be secured to prevent falling if pushed.
- (3) Pentium 4 based PC.
- (4) Software Requirements:
  - (a) Modern operating system – Microsoft NT 4.0 or Windows XP.
  - (b) Adjudication software – this software shall provide at least the following minimum capabilities:
    - (i) Access on-line database of citations providing up to date information to the Court,
    - (ii) Store and access no less than two years worth of citations data and digitized images,
    - (iii) Allow the Court to retrieve violations by citation number and display all data contained on the Citation as well as digitized images of the actual violation photos including close-ups of the violator's face and license plate, and
    - (iv) Allow duplication via a laser printer of the original Citation.



- (c) Anti-Virus Protection.
- (5) High resolution printer – capable of reprinting Notices to Appear for court personnel and defendants. One printer shall be supplied for each workstation.
- (6) Miscellaneous – mouse, keyboard, anti-theft cable and lock.

b. Traffic Monitoring Center (SFgo) Workstation

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

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

**L. Business Rules for Issuing Citations**

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

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

1. All modifications to the business rules shall be confirmed by letter between the parties. The letter shall be accepted and signed by both parties and constitute an amendment to this Agreement.
2. The Contractor shall collect data (including, but not limited to, the volume of vehicles monitored and number of violations) and issue warning notices as required by the California Vehicle Code for a period of one month for each new monitored approach or as determined by DPT.
3. The contractor shall view images to ensure that violation photographs comply with California Vehicle Code (“CVC”) §210 which requires “a clear photograph of a vehicle’s license plate and the driver of the vehicle.” A “clear photograph of the vehicle’s license plate” shall mean that the license plate number is legible and a “clear photograph of the driver of the vehicle” shall mean that the driver’s face is identifiable.
4. The contractor shall utilize the photograph of the license plate of the vehicles in the violation to identify the registered owners (“RO”) of said vehicles by direct computer access to the California Department of Motor Vehicles (“DMV”), acting as an agent for the City. The contractor shall have a second employee verify violation photographs to ensure contractor is capturing the correct DMV registration and driver's license information.

5. The contractor shall obtain the "current address of the registered owner on file" with the DMV for purposes of mailing the citation, except when the City has reissued the citation to the driver. In that circumstance, contractor shall obtain the address of the driver on file with the DMV or as provided by the court.
6. The contractor must include the California driver's license number of the alleged violator on the citation, except when a commercial or governmental entity owns the vehicle.
7. The contractor shall process citations for all violations occurring 0.3 or more seconds into the red phase. Contractor may limit citations to those with a speed greater than the speed specified by DPT.
8. The contractor shall provide separate and unique data for each violation photograph.
9. The contractor shall process citations for all vehicles registered to governmental agencies, except emergency vehicles or vehicles used by the SFPD, or other law enforcement agency escorts.
10. For violations which do not result in the issuance of a Notice to Appear, contractor shall destroy driver information data, digital images, and film records within 15 days of determination of non-issuance. For violations which do result in the issuance of a Notice to Appear, contractor shall destroy all related information, including but not limited to all data, digital images, film and paper records within fifteen (15) working days of final disposition.
11. The contractor shall maintain and observe a confidentiality agreement with the DMV.

**M. Citation Processing**

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

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

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

The Contractor shall send with each Citation a statement describing the technology used including information necessary to interpret all data shown on the photograph, the form of which must be approved in advance by the City. The Contractor shall amend this information if requested by City, at no additional cost to City. The Contractor is responsible for printing each envelope, Citation, and all other materials sent to each alleged violator.

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

The Contractor shall process photographs on a schedule that allows for the preparation and mailing of signed Citations within eleven (11) days as required by CVC §§22 and 40518. Upon mailing the signed Citation, Contractor shall obtain a Certificate of Mailing declaration issued by the USPS, attesting

to the form of service of the signed Citation, for each signed Citation that Contractor sends to an alleged violator. The Contractor shall provide a copy of the Certificate of Mailing declaration to SFPD, Traffic Company within three (3) business days of mailing the signed Citation.

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

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

**N. Signing Citations**

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

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

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

**O. Court Evidence Packages**

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

The Contractor shall make available computerized or on-line access to violation data and photographs for court proceedings and also provide at least two photographs of the violation in the Court Evidence Package: 1) the full view of the first photograph taken by the System, and 2) the full view of the second photograph taken by the System. In either case, the Contractor shall provide access to violation photographs for review by alleged violators at the court.

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

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

**P. Court Testimony**

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

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

**Q. Citation Dismissals and Reissues**

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

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

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

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

**R. Quality Assurance Audits**

Internal quality control is essential and shall be achieved by a double blind internal review of each violation by Contractor staff, quality assurance review of all issued citations by the Police Department, and periodic external System audits by DPT Project Manager. Quality assurance audits will be conducted by DPT for randomly selected samples of recorded violations on a periodic basis.

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

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

number of citations mailed (confirmation of mailing) within the same time period, and compliance with all confidentiality laws and agreements.

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

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

#### **S. Monthly Viewing Report and Management Meeting**

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

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

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

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

#### **T. Standards of Performance**

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

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

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

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

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

#### **U. Technical Upgrades**

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

#### **V. Legal Changes and Challenges**

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

#### **W. Warning Signs**

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

#### **X. Training**

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

#### **Y. Internet Customer Service**

The Contractor shall create and maintain an internet site that provides the ability for alleged violators to review citations and color photographs while ensuring confidentiality, a link to online court payment processing, general information to the alleged violators regarding the System, information

regarding the status of a specific Citation, and the ability to make payments with a credit or debit card. Contractor's internet site shall be available twenty-four (24) hours a day, 365 days per year. The City shall approve all information contained and provided by the internet site prior to the Contractor's implementation. The internet site shall be operational within sixty (60) days following notification to Contractor of the certification of the Agreement.

## **Z. Self-Administration**

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

### **AA. Additional Gatsometer Type 36 Cameras**

Contractor shall provide five additional "live" Gatsometer Type 36 front-only film red light cameras to the City. These cameras are in addition to the twenty-seven active cameras and ten decoy cameras owned by DPT. The specifications for the additional five cameras shall be the same as the current DPT camera systems. The administration and maintenance of the additional cameras shall conform with Section A and Appendix F – System Requirements for Supplied Equipment and Technical Specifications. The five additional cameras shall be in like-new condition and warranted against defect or malfunction for the term of the Agreement as provided in Section E. Each of the cameras must be refurbished and certified to be in good working condition by the National Engineering Service Center by a factory trained Gatsometer camera technician utilizing original Gatsometer replacement parts. The additional cameras are to be maintained, serviced, and rotated as provided by Section F.

Costs for the purchase and program administration for the additional cameras shall be in accordance with the cost breakdown contained in Appendix B, Exhibit 7 – Additional Gatsometer Type 36 Cameras.

## **II. Expansion of Existing System**

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

### **A. Site Selection**

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

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

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

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

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

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

## **B. Construction Design**

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

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

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

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



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

### **C. Constructor Contractor**

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

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

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

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

### **D. Supply of System Equipment**

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

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

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

**E. Construction Consultation**

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

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

**F. Program Administration**

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

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

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

**G. Warning Period**

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

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

b. **Appendix B, Exhibit 7.** Appendix B, Exhibit 7 is hereby added to the Agreement, as follows:

**Appendix B  
CALCULATION OF CHARGES**

**Exhibit 7**

**Additional Gatsometer Type 36 Cameras**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
Gatsometer Type 36 Wet film, front-only film red light cameras	5	\$5,000.00	\$25,000.00
Monthly Program Admin. and Maintenance Cost per camera	5	\$2,500.00	\$12,500.00
(Maximum Total Admin. and Maintenance Costs	13 months		\$162,500.00)
<b>Maximum Total Costs For Remainder of Initial Three-Year Contract Term</b>			<b>\$187,500.00</b>

c. **First Source Hiring Program.** Section 45 is hereby replaced in its entirety to read as follows:

**45. First Source Hiring Program**

**a. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

**b. First Source Hiring Agreement**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs.

Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**c. Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**d. Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**e. Liquidated Damages**

Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
  - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
  - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since

qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**f. Subcontracts**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**d. Limitations on Contributions.** Section 42 is hereby replaced in its entirety as follows:

**42. Limitations on Contributions**

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

- e. **Protection of Private Information.** Section 57 is hereby replaced in its entirety, as follows:

**57. Protection of Private Information**

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

- f. **Food Service Waste Reduction Requirements.** Section 61 is hereby added to the Agreement, as follows:

**61. Food Service Waste Reduction Requirements**

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

- g. **Section 16.** Section 16, "Indemnification," of the Agreement is hereby amended in its entirety to read as follows:

**16. Indemnification**

**a. General Indemnity**

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the

Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

**b. Limitations**

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

**c. Copyright Infringement**

Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in then performance of Contractor's services under this Agreement.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after December 1, 2007.

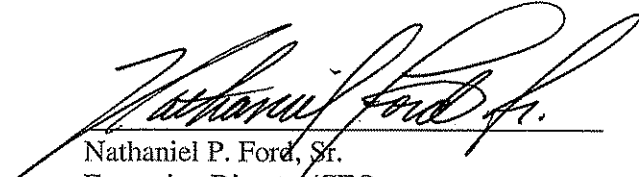
**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

Approved by:

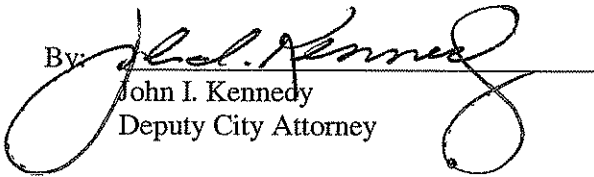


Nathaniel P. Ford, Sr.  
Executive Director/CEO  
Municipal Transportation Agency

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:



John I. Kennedy  
Deputy City Attorney

**CONTRACTOR**

ACS State and Local Solutions



Norman Dong  
Vice President  
ACS State and Local Solutions  
1800 M Street NW  
7<sup>th</sup> Floor  
Washington, DC 20036

City vendor number: 68769