



Memo

To: Captain Derek Webster
From: Adam Tuton
CC: Ray Pedrosa
Date: September 15, 2008
Re: Monthly Billing

Captain Webster,

Per our discussion, the City of Covina, CA (City) and American Traffic Solutions (ATS) agrees to the following billing modifications effective August 1, 2008:

<u>Item</u>	<u>Monthly Unit Price</u>
• CV01: NB Azusa Ave @ Cypress Street	\$2,200.00
• CV02 NB Barranca Ave @ Rowland Street	\$2,200.00
• CV03 EB Rowland Street @ Barranca Ave	\$2,200.00
• CV04: WB Rowland Street @ Barranca Ave	\$2,200.00
• CV05: NB Grand Ave @ Badillo Street	\$2,200.00
• CV06: SB Grand Ave @ Badillo Street	\$2,200.00
• CV07: EB Badillo Street @ Grand Ave	\$2,200.00
• Live Video 1	\$195.00
• Live Video 2	\$295.00
• Live Video 3	<u>\$295.00</u>
○ <u>Total Extended Cost:</u>	<u>\$16,185.00</u>

The terms will remain in effect through December 31, 2008 at which time the City and ATS will review this agreement and jointly review the individual site performance and determine the monthly unit price. In the event that ATS chooses to decommission four or more units, the previous monthly fee shall be re-instated.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

CITY CLERK DEPARTMENT
OFFICE (626) 858-7227
FAX (626) 332-5427

 COPY

October 30, 2006

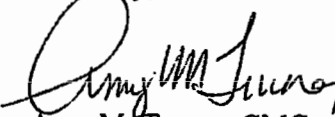
Chief Operating Officer
American Traffic Solutions, Inc.
14861 N. Scottsdale Rd, Suite 109
Scottsdale, AZ 85254

Dear Chief Operating Officer:

Enclosed is one executed original Professional Services Agreement between American Traffic Solutions, Inc. and the City of Covina to monitor red light violations, issuance of citations for traffic violations, and authorizing the use of automated enforcement systems.

Please feel free to contact me at (626) 858-7227 if you should have any questions.

Sincerely,


Amy M. Turner, CMC
Chief Deputy City Clerk

Enclosure

cc: Police Department

9/5/06
PH 1

**PROFESSIONAL SERVICES AGREEMENT
"AGREEMENT"**

THIS AGREEMENT made this 26th day of September, 2006 between AMERICAN TRAFFIC SOLUTIONS, INC. (herein "ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 14861 North Scottsdale Road, Suite 109, Scottsdale, Arizona, and the City of Covina, California, herein "Customer", a municipal corporation of the State of California with principal offices at 125 E. College Street, Covina, California.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axis[™] System" (herein "Axis"), and

WHEREAS, Customer desires to use the Axis[™] System to monitor red light violations and to issue citations for traffic violations in accordance with provisions of the California Vehicle Code authorizing the use of automated enforcement systems.

NOW THEREFORE, the parties agree:

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Citation" means a citation issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by Axis[™].

"Person" or "persons" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Dual Camera System" means a photo-traffic monitoring device consisting of one front and one rear camera and a traffic monitoring device capable of accurately detecting a traffic infraction on up to four lanes and which records such data on an image of such vehicle and its driver. "Dual Camera System" shall, where the sense requires, also include any enclosure or cabinet in which the Axis[™] is stationed.

"Approach" is defined as one direction of travel of one or more lane controlled by one signal phase on a road or a traffic intersection up to 4 lanes.

"Violation" means any failure to obey an applicable traffic law or regulations for which automated enforcement is authorized by the California Vehicle Code, including, without limitation, failure to obey a traffic signal, and operating a motor vehicle without displaying a valid license plate.

"Operational Time" means the actual time that a Dual Camera System is monitoring traffic.

"VIMS Analysis" is a statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for an automated enforcement system.

2. ATS AGREES TO PROVIDE:

The scope of work identified in Exhibit A, Section 1.

3. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in Exhibit A, Section 2.

4. TERM AND TERMINATION:

a. This contract shall be effective on the date first set forth hereinabove.

b. The term of this Agreement shall be for five (5) years beginning on the date of first issued and payable notice of a violation (the "Start Date") and may be automatically extended for two (2) additional two (2) year terms. However, Customer may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement at least 120 days prior to the expiration of the current term. 4/8/07

c. The Contractor's services may be terminated:

i) By mutual written consent of the parties;

ii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within forty-five (45) days after receiving notice.

d. Upon termination of this Agreement, either for breach or because it has reached the end of its term, the parties recognize that the Customer will have to process traffic law violations in the "pipeline," and that ATS accordingly must assist the Customer in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The Customer shall cease using the Axis™ System, shall return all equipment to ATS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless directed by the Customer not to do so, ATS shall continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

e. **First Year Pilot Program Terms:** On the first anniversary of the Start Date (the "Anniversary Date"), either party shall have the option to terminate this Agreement. The option to terminate the contract expires on the Anniversary Date subject to the notice provisions above.

During the First Year, ATS warrants that the Customer shall not be required to pay ATS more than Customer has collected in fines through the use of the Axis System. Customer shall pay the full amount of ATS invoices submitted during the first six months of the program. Any adjustments on either party's account will be made at the end of the 6th, 9th and 13th month following the Start Date of the First Year of the Agreement. Fee adjustments will only be made if the Customer collects less fine revenue during the First Year than the aggregate amount of ATS invoices billed to Customer during the First Year. For the purposes of this clause, the term "fines" applies to that portion of fines actually retained by the Customer according to the distribution method applicable under California law.

f. **Remaining Year Terms:** After the first year, of the contract, Customer shall not be required to pay ATS more than Customer (or ATS on Customer's behalf) has collected/received in fines through the use of the Axis System cumulatively throughout the term of the contract. For the purposes of this clause, the term "fines" applies to that portion of fines actually retained by the Customer according to the distribution method applicable under California law.

This clause will be applied as follows:

If collections for the program during any month are less than the full amount of ATS invoices, ATS shall be entitled the full amount of fines actually collected. ATS will maintain an accounting of any net balances owed to ATS and shall apply future collections first to the accrued balance and then to the current month's invoice. At any time that ATS fees and any accrued balances are fully repaid, additional collections will be retained by the Customer. Any positive revenue balances generated from this program (whether reserved in cash or not by the Customer) will be used to offset future ATS invoices in the event of monthly deficits.

Example: If during Year 1 of the program, revenues minus ATS fees yield a net surplus of \$100,000, this amount would be available to pay ATS invoices for any future periods in the event that lesser or no revenue were to be generated in future periods. However, at the point where the (actual or paper) surplus is exhausted, then no additional payments would be due until additional collected fines were available to cover the cumulative deficit. For the purposes of this clause, the accrued surplus is a calculated figure determined by subtracting ATS fees from program fines collected. The obligation to pay is not subject to the existence of cash reserves from the program, for example, if the Customer chooses to use or has used these surplus funds for any other uses.

If the provisions of subparagraph e and f. are determined by a court of competent jurisdiction to be unlawful, then the Customer shall have the option to terminate this Agreement following such determination, notwithstanding the notice period specified in subparagraph b.

g. Pre Implementation Intersection Analysis: Prior to implementing the Axis System, ATS will provide the Customer with an analysis of each Approach being considered for a Dual Camera System. ATS will use the Axis™ VIMS (Violation Incident Monitoring System), or other tool or means to complete the analysis over a 16 to 24 hour period. The Customer will be provided a report on violations recorded at each monitored approach, including the time of day and lanes on which the violations occurred.

The Customer and ATS agree that installation of Dual Camera Systems at tested intersection approaches where ten (10) or more violations per day were recorded would be viable, unless there are other circumstances that would cause the intersection or approach not to be viable. However, the decision to install Dual Camera Systems at tested intersections shall be at the sole discretion of the Customer. Furthermore, ATS shall not be required to install a Dual Camera System at any tested intersection where fewer than ten (10) violations per day were recorded. If no approaches show 10 or more violations, this agreement may be immediately terminated by either party.

5. ASSIGNMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Customer hereby acknowledges and agrees that the execution (as outlined in Schedule 6), delivery and performance of ATS's rights pursuant to this Agreement shall require a significant investment by ATS, and that, in order to finance such investment, ATS may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively; "Financial Institutions"). The Customer hereby agrees that ATS shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between ATS and any such Financial Institution subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees

that in the event that ATS provides written notice to the Customer that it intends to Transfer all or any of ATS's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from ATS, ATS shall be free to effect said Transfer.

6. FEES AND PAYMENT:

Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit A, Schedule 1, ("Fees").

On or before the 10th day of each month, the Customer shall pay all fees due ATS based upon invoices from the proceeding month. Late payments are subject to interest calculated at 1.5% per month on open balances.

7. COMMUNICATION OF INFORMATION:

ATS agrees that all information obtained by ATS through operation of the Axis System shall be made available to the Customer at any time during ATS's normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations, compliance with the California Public Records Act or similar disclosure laws, or the fulfillment of Customer's obligation under this Agreement.

8. CONFIDENTIAL INFORMATION:

No information given by ATS to Customer will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by ATS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable. ATS shall not use any information acquired by this program with respect to any violations or the Customer's law enforcement activities for any purpose other than the program.

9. OWNERSHIP OF SYSTEM

It is understood by the Customer that the System being installed by ATS is, and shall remain, the sole property of ATS, unless separately procured from ATS. The System is being provided to Customer only under the terms and for the term of this Agreement.

10. INDEMNIFICATION AND INSURANCE:

ATS shall at all times comply with all federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axis™ equipment which affect this Agreement, and shall indemnify and save harmless the Customer against any claims arising from the violation of any such laws, ordinances and regulations or any claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence or willful misconduct of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

ATS shall maintain the following minimum scope and limits of insurance:

- (a) Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$2,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall include the Customer, its officers, directors, employees, and elected officials as additional insured's for liability arising from ATS's operation.

- (b) Workers Compensation as required by applicable state law, and Employers' Liability insurance with limits of not less than \$500,000 each accident; ATS shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- (c) Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ATS with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

The Customer and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by ATS under this Agreement. ATS shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing ATS is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the Customer within thirty calendar days after the date on which this Agreement is made. Such certificates shall show that the Customer shall be notified of all cancellations of such insurance policies. ATS shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as the Customer is a body politic and corporate, the laws from which Customer derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, the Customer may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. The Customer shall be responsible for vehicle insurance coverage on any vehicles driven by Customer employees. Coverage will include liability and collision damage.

11. CORRESPONDENCE BETWEEN PARTIES:

All notices required to be given under this Agreement shall be deemed given when mailed by first class mail, addressed to the proper party to the address set forth on the first page of this Agreement.

12. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of California.

13. DISPUTE RESOLUTION

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- (a) Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA

Rules") before a single arbitrator. The place of arbitration will be County of Los Angeles, California. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties or upon a showing of substantial need by the party seeking discovery. The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award (i) damages inconsistent with the Agreement or (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

14. ADDITIONAL SERVICES

Additional systems and services may be added to this agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same.

15. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

16. PRIOR AGREEMENT SUSPENDED:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

17. AMENDMENT:

No amendments, modifications, or alterations of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by the parties.

18. NO AGENCY:

ATS is an independent contractor providing services to the Customer and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents, or servants of the Customer. This contract is not intended to create an agency relationship between ATS and the Customer.

19. TAXES

In the event Customer's use of the System is deemed by any taxing agency to be a sale of the System, Customer shall be responsible for the payment of any excise, sales or other taxes due relating to such sale.

20. NOTICES

Any notices or demand which under the terms of this Agreement or under any statute must or may be given or made by ATS or Customer shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

City of Covina
125 E. College Street
Covina, CA 91723
Attn: City Manager

American Traffic Solutions, Inc.
14861 N. Scottsdale Rd, Suite 109
Scottsdale, AZ 85254
Attn: Chief Operating Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

AMERICAN TRAFFIC SOLUTIONS, INC.

Adam E. Tuton, Executive Vice President

STATE OF ARIZONA)
)SS.
COUNTY OF MARICOPA)



On this 28 day of September, 2006, personally appeared before me, Adam E. Tuton, who being by me duly sworn did say that he is Executive Vice President for AMERICAN TRAFFIC SOLUTIONS, INC., a Kansas corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
My Commission Expires:

CITY OF COVINA ("Customer")

Mayor Paul J. Phillips, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

ATS SCOPE OF WORK

1. AMERICAN TRAFFIC SOLUTIONS (ATS) SCOPE OF WORK

1.1 ATS IMPLEMENTATION

- 1.1.1 ATS agrees to provide a turnkey solution for Dual Camera Systems to the Customer wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except for those items identified in Section 2 titled "Customer Scope of Work". ATS and the Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the Customer, unless otherwise specified, the Customer shall not charge ATS for the cost. All other in-scope work, external to the Customer, is the responsibility of ATS.
- 1.1.2 ATS agrees to make every effort to adhere to the Project Time Line outlined in Schedule 4.
- 1.1.3 ATS will assist the Customer with video evaluation of candidate sites using the Axis VIMS system.
- 1.1.4 ATS will install Dual Camera Systems at a number of approaches to be agreed upon between ATS and the Customer after completion of site analysis to be entered into Schedule 5. In addition to the initial locations, the parties may agree from time to time, by additional Work Order(s), to add to the quantities and locations where Dual Camera Systems are installed and maintained.
- 1.1.5 ATS will operate each Dual Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.1.6 ATS agrees to commence the installation of the Systems within 14 days after all approvals and required permits have been approved (the date all permits are approved shall hereinafter be referred to as the "Approval Date"). The Approval Date shall be marked by the issuance of a signed letter from ATS to the Customer, stating that all permits have been approved.
- 1.1.7 ATS agrees to have all agreed-upon installation work completed and have the Systems fully operational according to the Project Schedule.
- 1.1.8 ATS agrees to provide necessary training for persons designated by the Customer and to assist the Customer with development of a public information and outreach campaign.
- 1.1.9 ATS agrees to provide a secure web site (www.violationinfo.com) accessible to citation recipients (defendants) by means of a Notice # and a PIN, which will allow violation image review and entry of affidavits attesting to the non-liability of the registered owner for the violation.

- 1.1.10 The Customer and ATS will complete the Project Business Process Work Flow design within 30 calendar days of contract signature; the parties to this agreement will use the drafts included on Schedules 2 and 3 as the basis for the final workflow design.
- 1.1.11 ATS normally shall provide technician site visits to each Dual Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance.
- 1.1.12 ATS shall repair a non-functional Dual Camera System within 72 business hours of determination of a malfunction.
- 1.1.13 ATS shall repair the Axis VPS system within 1 business day from the time of the outage. Outages of Customer internet connections or infrastructure are excluded from this service level.

1.2 ATS OPERATIONS

- 1.2.1 ATS shall provide the Customer with an optional one-time warning period up to 30 days in length commencing when the Dual Camera System begins operating.
- 1.2.2 As the party responsible for initial contact with the red light violator, ATS shall provide the Customer with an automated web-based citation processing system (Axis™ VPS) including image processing, color printing, and mailing of at least one Citation or Notice of Violation per chargeable event. Each citation shall be delivered by First Class mail to the registered owner within the statutory period. Subsequent mailings to drivers identified in affidavits of non-liability or by rental car companies are also included. For mail not delivered due to address problems, ATS will mail the citation again if the Customer provides it with better information.
- 1.2.3 ATS will maintain a Certificate of Mailing for notices issued, as provided by the USPS.
- 1.2.4 Subsequent notices may be delivered by First Class or other mail means for additional compensation to ATS as agreed by the parties.
- 1.2.5 ATS shall apply an electronic signature to the citation when authorized to do so by an approving law enforcement officer.
- 1.2.6 ATS shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as the Customer's agent. Under these circumstances, the State provides the registration data at no cost.
- 1.2.7 Where obtainable, ATS shall provide out-of-state vehicle registration necessary to issue citations for the Customer. The fee per record is indicated on Schedule 1.
- 1.2.8 On a daily basis (or as otherwise agreed), ATS shall transmit to the court computer system a text file containing all citation and Notice of Violation information issued, for uploading into the court computer system.
- 1.2.9 On a daily basis (or as otherwise agreed), ATS shall receive an automatic update from the court computer system containing the status of automated enforcement system citations based on the latest disposition information,

indicating payments received or cases otherwise closed, dismissed, resolved, or sent to collections.

- 1.2.10 The Axis™ VPS system, which provides the Customer with ability to run and print a reports, shall include the following:
- Program Statistics Report
 - Location Performance Summary Report
 - Location Performance Detail Report
 - Violation Reject Report
 - Document Aging Report
- 1.2.11 If required by the court or prosecutor, ATS shall provide the Customer with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis™ System until judicial notice is taken.
- 1.2.12 In those instances where damage to a Dual Camera System or sensors is caused by negligence on the part of the Customer or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.2.13 ATS shall provide a help line to help the Customer resolve any problems encountered regarding its Red Light Dual Camera System and/or citation processing. The help line shall function during normal business hours.
- 1.2.14 As part of its turnkey system, ATS shall provide violators with the ability to view violations online. This online viewing system shall include a link to the Customer's payment website(s) and may offer the opportunity to complete an affidavit of non-liability online. Online affidavits, if approved by the court, shall be directed to and processed by ATS/Axis and communicated to the Court via the Axis VPS transfer described above.

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1 Within 7 business days of contract execution, the Customer shall provide ATS with the name and contact information for a project manager with authority to coordinate Customer responsibilities under the Agreement.
- 2.1.2 Within 7 business days of contract execution, the Customer shall provide ATS with the name and contact information for a Court manager responsible for oversight of all Court-related program requirements.
- 2.1.3 The Customer shall make every effort to adhere to the Project Time Line outlined in Schedule 4.
- 2.1.4 The Customer will develop uniform guidelines for screening and issuing violations and for processing and storage of confidential information in

accordance with California Vehicle Code section 21455.5(c)(1) and shall process each Citation according to such guidelines.

- 2.1.5 The Customer shall provide a letter to the State Department of Motor Vehicles on behalf of ATS indicating that ATS is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law. ATS shall provide the Customer with draft content for its letter.
- 2.1.6 The Customer and ATS shall complete the Project Business Process Work Flow design within 30 calendar days of contract signature, using the drafts included on Schedules 2 and 3 as the basis for the final workflow design.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 If the Customer chooses to move a Dual Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.2.2 Customer will design, fabricate, install and maintain automated enforcement system warning signs.
- 2.2.3 The Customer shall provide access to traffic signal phase connections according to approved design.
- 2.2.4 The Customer shall allow ATS to use existing power, street furniture, poles, and available conduit for the purposes of installing and operating its Dual Camera Systems, according to approved design. The costs of any additional conduit needed to support installation of the Stationary Camera shall be covered by ATS and shall be split equally by the Customer and ATS to be funded from collected revenue.
- 2.2.5 The Customer shall not require ATS to provide installation drawings stamped by a licensed civil engineer prior to installation of a Dual Camera System. However, prior to permit issuance, ATS shall provide, at its expense, product specifications, structural calculations, plans, drawings and other data required by the Customer, which materials shall conform to professional norms and reflect the details of installation work to be completed.
- 2.2.6 The Customer shall approve or reject ATS submitted plans within 7 business days of receipt.
- 2.2.7 The Customer shall not charge ATS or its subcontractor for building, constructions, street use and/or pole attachment permits.

2.3 POLICE DEPARTMENT OPERATIONS

- 2.3.1 The Police Department shall process each potential violation in accordance with State Laws and/or City Ordinances within 3 business days of its appearance in the Police Review Queue, using Axis™ to determine which violations will be issued as Citations or Notices of Violation.
- 2.3.2 Police Department workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.

- 2.3.3 For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.3.4 Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS.

2.4 COURT OPERATIONS

- 2.4.1 The Los Angeles County Superior Court ("L.A. County Court") shall receive electronic text files of citation information and load the citation information into its Citation database. The L.A. County Court now charges a fee for automated enforcement system program integration. The costs to develop the interface between the L.A. County Court system will be covered by ATS and will be reimbursed to ATS from collected revenues from the Program, once available. The amount of reimbursement to ATS shall not exceed \$5,000.
- 2.4.2 L.A. County Court shall provide citation fine collection services for all final dispositions, collections, registration suspensions, or other legal and customary means necessary to compel payment of outstanding citations.
- 2.4.3 L.A. County Court shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations.
- 2.4.4 On a daily basis (or as otherwise agreed), L.A. County Court shall transmit an electronic file to ATS Axis™ with daily updates of all citation disposition or transaction information indicating payments received or cases otherwise closed, dismissed or resolved.
- 2.4.5 L.A. County Court shall handle inbound and outbound phone calls and correspondence from defendants who have questions about payments, disputes, and other issues relating to citation adjudication. L.A. County Court may refer citizens with questions regarding ATS or Axis technology and processes to websites and/or toll-free telephone numbers provided by ATS for that purpose.

2.5 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.5.1 In the event that remote access to the ATS Axis VPS System is blocked by Customer network security infrastructure, the Customer's Department of Information Technology shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.
- 2.5.2 If Customer-owned telecommunications lines or WiFi networks are present at or near the site, and if feasible to share such existing bandwidth, ATS shall be allowed to use such infrastructure for data transmission. ATS shall work with the City's IT department to ensure City security protocols are maintained.

**Schedule 1
Pilot Project Service Fees – Per Dual Camera System**

The Customer agrees to pay ATS the Fee(s) as itemized below:

Monthly Service Fee per Intersection Approach

Cost Element		Monthly fee
<p>Axis RLC-300 Red Light Camera System monitoring front and rear images, image processing, data entry, In State registered owner acquisition, final quality control review, access to web-based Axis VPS for Police Review, 1st notice printing in color, postage and mailing, electronic notice file transmission to court system, evidence packages for scheduled hearings.</p> <p>Systems with greater than 4 lanes will be evaluated on an individual basis once the VIMS analysis has been completed.</p>	<p align="center">2 Lane</p> <p align="center">4 Lane</p>	<p align="center">\$4,800.00</p> <p align="center">\$5,200.00</p>
<p>Option A – Axis LIVE digital video system for monitoring 1 direction of travel at one intersection.</p>		<p align="center">\$195.00</p>
<p>Option B – Axis LIVE digital video system for monitoring two or more directions</p>		<p align="center">\$295.00</p>
<p>Option C – Identifying out-of-state registered owners and mailing violation notices: \$2.50 per mailed citation except for AZ and NJ which is \$7.00 (State access charges)</p>		<p align="center">On use only</p>

**Schedule 2 and 3
Workflow Diagrams**

Schedule 4
Project Timeline

Schedule 5
Initial Camera Locations
Dual Camera Systems

The sites where the Dual Camera Systems will be initially installed were selected after a careful analysis by the Customer's Police Department, the Traffic Engineering Department and ATS engineers. Based on that analysis, the Customer has determined that each of these locations has had intersection collisions, there is an extreme difficulty in identifying violators, and that other traffic light changes/modifications would be ineffective in resolving these problems. Accordingly, the Customer determined that photo enforcement was the best solution to the dangers posed by these intersections.

The Customer approves installation at the following locations:

Grand Ave. @ Badillo St. - NB

Badillo St. @ Grand Ave. - EB

Grand Ave. @ Badillo St. - SB

Grand Ave. @ Badillo St. - SB - Left Turn

Rowland St. @ Barranca Ave. - WB

Rowland St. @ Barranca Ave. - EB

Barranca Ave. @ Rowland St. - NB

Azusa Ave. @ Cypress St - NB

Schedule 6
Acknowledgement and Consent

This Acknowledgement and Consent, dated as of _____, 2006, is entered into by and between the City of Covina (the "Customer") and American Traffic Solutions, Inc., a Kansas corporation ("ATS"), with reference to the Professional Services Agreement dated as of _____, 2006, by and between the Customer and ATS (the "Agreement").

1. ATS has entered into a Credit Agreement, dated as of September 22, 2005 (the "Harris-ATS Credit Agreement"), with Harris N.A. (the "Bank"), pursuant to which the Bank has provided certain working capital credit facilities to ATS. Such credit facilities will provide ATS the working capital that it needs to perform its obligations to the Customer under the Agreement.

2. Pursuant to the Harris-ATS Credit Agreement, ATS has granted Harris a security interest in all of ATS's personal property as collateral for the payment and performance of ATS's obligations to the Bank under the Harris-ATS Credit Agreement. Such security interest applies to and covers all of ATS's contract rights, including, without limitation, all of ATS's rights and interests under the Agreement.

3. ATS will not, by virtue of the Harris-ATS Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Bank has not assumed any liability or obligation of ATS under the Agreement.

4. The Customer hereby acknowledges notice of, and consents to, ATS's grant of such security interest in favor of the Bank in all of ATS's rights and interests under the Agreement pursuant to the Harris-ATS Credit Agreement.

5. All payments due and to become due to ATS pursuant to the Agreement shall continue to be paid directly to ATS, unless and until the Bank notifies the Customer in writing to do otherwise. If the Bank so notifies the Customer, the Customer will immediately cease making such payments and distributions to ATS and will as soon as possible, but in any event within 5 days after receiving such notice, remit all such payments directly to the Bank at 111 West Monroe St, Chicago IL 60603. ATS agrees that any such payment to the Bank shall be a good receipt and acquittance as against it — that is to say, the Customer should make the payment directly to the Bank and in so doing, the Customer discharges any liability to ATS for that payment, and the Customer shall have no Obligation to ATS to investigate whether the Bank has any right to make such a direction.

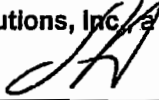
6. The Customer further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the Customer and shall inure to the benefit of the successors and assigns of the Bank and to any replacement lender which refinances ATS's obligations to the Bank under the Harris-ATS Credit Agreement.

In Witness Whereof, the Customer and ATS have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

City of Covina, CA

By: Paul J. Philip
Name: Paul Philip
Title: CITY MANAGER

American Traffic Solutions, Inc., a Kansas corporation

By: 
Name: Adam E. Tuton
Title: Executive Vice President

CITY OF COVINA
 PHOTO SAFETY PROGRAM
 444 NORTH CITRUS AVENUE
 COVINA, CA 917231



Issuance Rate Detail Report

Submission Criteria	Program Statistics Year:	2009	Document Type:	CITATIONS	Most Recent Violation Date Loaded:	08/04/2009
	Violation Type:	ALL				

Citations By Violation Date	YEAR PROGRAM													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TO DATE	TO DATE
Total Events	463	396	286	1,073	1,569	1,732	4,314	279	0	0	0	0	10,112	33,342
Less Exceptions Outside Vendor's Control														
Non-Controllable Exceptions	59	50	33	82	104	107	238	5	0	0	0	0	678	3,281
Police Review Exceptions	47	45	33	91	145	147	271	0	0	0	0	0	779	2,688
Violations in Queue	0	0	0	0	2	2	292	138	0	0	0	0	434	437
Non Events Exceptions	120	110	68	513	760	884	2,396	122	0	0	0	0	4,973	16,931
Adjusted Total Violation Events	237	191	152	387	558	592	1,117	76	14	0	0	0	3,248	10,005
Controllable Exceptions (Camera/System)	13	7	15	63	100	84	76	14	0	0	0	0	372	2,830
Violation Notice Issued	0	2	2	2	2	0	2	0	0	0	0	0	10	50
Citations Issued	224	182	135	322	456	508	1,039	0	0	0	0	0	2,866	7,125
Citations Issuance Rate	95%	96%	90%	84%	82%	86%	93%	0%	0%	0%	0%	0%	89%	72%

CITY OF COVINA
 PHOTO SAFETY PROGRAM
 444 NORTH CITRUS AVENUE
 COVINA, CA 917231



Issuance Rate Detail Report

Submission Criteria	Program Statistics Year:	2009	Document Type:	CITATIONS	Most Recent Violation Date Loaded:	08/04/2009
	Violation Type:	ALL				

Month: JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC YEAR TO DATE

Vendor Exception Event Detail	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR TO DATE
Non-Events Exceptions													
Emt/Police/Fire/Gov/Diplomat	14	14	12	39	40	37	79	11	0	0	0	0	246
Flagman / Wavethru	0	0	0	2	0	1	20	0	0	0	0	0	23
Ft - Video Detector - No Vehicle Present	0	0	0	0	0	0	3	0	0	0	0	0	3
Funeral Procession	0	0	0	0	0	0	13	0	0	0	0	0	13
Lane Change-No Evt	3	3	8	14	41	21	24	0	0	0	0	0	114
No Vehicle Present	30	11	10	10	2	6	13	1	0	0	0	0	83
Other	0	0	0	17	0	0	0	0	0	0	0	0	17
Rear Axle Activation - Trucks	0	1	1	0	0	0	0	0	0	0	0	0	2
Reverse Lane Trigger	1	5	1	2	7	10	0	0	0	0	0	0	26
Traffic Signal - Green Or Yellow	2	3	2	6	8	17	45	4	0	0	0	0	87
Vehicle Stopped - No Violation	70	73	34	423	662	792	2,199	106	0	0	0	0	4,359
Exceptions	120	110	68	513	760	884	2,396	122	0	0	0	0	4,973

Non-Controllable Exceptions	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR TO DATE
Bad Weather	1	2	0	0	0	0	2	0	0	0	0	0	5
Driv - Address	1	0	0	2	2	1	3	0	0	0	0	0	9
Missing-Unavailable													
Driv - No Matches Or Records	6	6	7	11	12	9	30	0	0	0	0	0	81
Face Obstructed - Other	8	7	3	9	8	12	46	2	0	0	0	0	95
Out Of State Unavailable	0	0	0	0	0	0	1	0	0	0	0	0	1
Plate - No Plate/Temporary Plate	14	9	6	24	25	37	71	2	0	0	0	0	188
Plate - State Unreadable Or Non-Us	0	1	0	1	2	1	1	0	0	0	0	0	6
Plate Unreadable-Marred	3	2	1	4	13	7	14	0	0	0	0	0	44
Plate/Vehicle Obstructed	12	4	6	9	11	12	39	0	0	0	0	0	93
Stop Bar Not Painted/Visible	3	6	5	4	6	1	9	0	0	0	0	0	34
Sun Glare-No Driver Id	0	0	0	0	0	0	1	0	0	0	0	0	1
Traffic Signal - No Red Light	9	7	3	18	21	1	16	1	0	0	0	0	76

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	Violation Type:	ALL				

Month	YEAR												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TO DATE
Traffic Signal - Red With Yellow Afterglow	0	3	0	0	1	0	1	0	0	0	0	0	5
Violation Date Is Past Enforceable Date	2	3	2	0	4	25	4	0	0	0	0	0	40
Exceptions	59	50	33	82	104	107	238	5	0	0	0	0	678
Controllable Exceptions													
Camera Focus - Front	1	0	0	0	0	0	0	0	0	0	0	0	1
Face Obstruction - Door Frame	1	3	3	15	14	12	18	1	0	0	0	0	67
Image Mismatch	3	1	1	1	3	1	2	0	0	0	0	0	12
Lighting - Flash Did Not Trigger - Rear	0	0	0	0	0	0	4	1	0	0	0	0	5
Lighting - Front Windshield Glare Sun Flash	1	0	0	0	4	2	3	1	0	0	0	0	11
Lighting - Low Light - No Driver Id	3	1	1	4	8	3	13	0	0	0	0	0	33
Lighting - Low Light - No Plate Id	0	0	1	0	0	0	0	0	0	0	0	0	1
Plate Overexposed - Sun Or Flash	0	1	0	1	0	2	4	0	0	0	0	0	8
Veh Pos - Too Far	0	0	0	2	0	0	0	0	0	0	0	0	2
Veh Pos - Too Near	2	1	1	25	15	9	14	0	0	0	0	0	67
Video Mismatch	2	0	4	12	50	46	13	11	0	0	0	0	138
Video Missing	0	0	4	3	6	9	5	0	0	0	0	0	27
Exceptions	13	7	15	63	100	84	76	14	0	0	0	0	372
Sub-Total Vendor Exceptions	192	167	116	658	964	1,075	2,710	141	0	0	0	0	6,023

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 444 NORTH CITRUS AVENUE
 COVINA, CA 917231



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Submission Criteria	Program Statistics Year:	2009	Document Type:	CITATIONS	Most Recent Violation Date Loaded:	08/04/2009
	Violation Type:	ALL				

Month	YEAR												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TO DATE
Police Exception Detail													
Dmv - Address Missing-Unavailable	1	2	0	2	1	0	4	0	0	0	0	0	10
Dmv - No Matches Or Records	28	24	27	60	83	82	151	0	0	0	0	0	455
Emt/Police/FireGov/Diplomat	6	3	1	6	8	13	24	0	0	0	0	0	61
Face Obstructed - Other	0	0	0	0	1	2	1	0	0	0	0	0	4
Face Obstruction - Door Frame	0	0	0	0	1	1	0	0	0	0	0	0	2
Flagman / Wavethru	0	0	2	0	0	0	0	0	0	0	0	0	2
Other	0	2	0	0	0	0	0	0	0	0	0	0	2
Slow Roll - Right Turn	1	0	2	18	30	26	66	0	0	0	0	0	143
Stop Bar Not Painted/Visible	0	1	0	0	1	0	2	0	0	0	0	0	4
Too Close To Cite	11	8	1	4	6	10	0	0	0	0	0	0	40
Traffic Signal - Green Or Yellow	0	0	0	0	1	0	0	0	0	0	0	0	1
Traffic Signal - No Red Light	0	1	0	0	0	2	0	0	0	0	0	0	3
Traffic Signal - Red With Yellow Afterg	0	0	0	0	0	0	1	0	0	0	0	0	1
Veh Pos Frame A - Vehicle Over Vio I	0	0	0	0	0	1	0	0	0	0	0	0	1
Vehicle Position - Hard Stop	0	1	0	0	2	5	5	0	0	0	0	0	13
Vehicle Stopped - No Violation	0	0	0	0	2	1	8	0	0	0	0	0	11
Video Skipping Or Poor Quality	0	1	0	1	9	1	8	0	0	0	0	0	20
Violation Date Is Past Enforceable Da	0	2	0	0	0	3	1	0	0	0	0	0	6
Sub-Total Police Exceptions	47	45	33	91	145	147	271	0	0	0	0	0	779

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Issuance Rate Detail Report

Submission Criteria	Program Statistics Year: 2008	Document Type: CITATIONS	Most Recent Violation Date Loaded: 08/04/2009
Violation Type: ALL			

Month	YEAR PROGRAM													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TO DATE	TO DATE
Citations By Violation Date														
Total Events	959	852	688	586	1,103	1,319	501	522	468	425	481	523	8,427	33,342
Less Exceptions Outside Vendors Control														
Non-Controllable Exceptions	77	100	129	69	144	218	92	82	75	55	63	73	1,177	3,281
Police Review Exceptions	116	119	122	82	179	252	72	54	50	41	49	62	1,198	2,688
Violations In Queue	0	0	0	0	0	0	0	0	0	3	0	0	3	437
Non Events Exceptions	485	358	184	167	411	567	112	154	124	81	130	155	2,928	16,931
Adjusted Total Violation Events	281	275	253	268	369	282	225	232	219	245	239	233	3,121	10,005
Controllable Exceptions (Camera/System)	33	29	17	21	68	84	15	23	17	23	15	9	354	2,830
Violation Notice Issued	2	2	2	0	6	3	3	6	2	1	2	2	31	50
Citations Issued	246	244	234	247	295	195	207	203	200	221	222	222	2,736	7,125
Citations Issuance Rate	88%	89%	93%	92%	82%	70%	93%	90%	92%	91%	94%	96%	89%	72%



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Violation Type: ALL			

Month	YEAR												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TO DATE
Vendor Exception Event Detail													
Non-Events Exceptions													
Emit/Police/Fire/Gov/Diplomat	33	31	26	20	51	46	18	20	18	20	17	14	314
Flagman / Wavethru	21	6	0	0	1	0	0	0	0	0	2	4	34
Funeral Procession	28	3	0	7	19	0	0	33	0	0	0	0	90
Lane Change-No Evnt	20	29	26	22	24	14	5	7	17	3	6	8	181
No Vehicle Present	21	15	8	6	25	31	9	7	11	1	13	23	170
Other	2	0	0	0	0	1	1	4	0	3	2	1	14
Rear Axle Activation - Trucks	1	3	1	0	1	2	3	0	0	0	0	0	11
Reverse Lane Trigger	10	6	2	0	0	6	5	16	9	15	15	1	85
Traffic Signal - Green Or Yellow	9	3	8	5	11	13	3	3	3	1	4	3	66
Vehicle Stopped - No Violation	340	262	113	107	279	454	68	64	66	38	71	101	1,963
Exceptions	485	358	184	167	411	567	112	154	124	81	130	155	2,928
Non-Controllable Exceptions													
Bad Weather	0	0	0	0	0	0	0	0	0	0	0	1	1
Dmv - Address	0	0	2	0	0	2	0	1	0	0	0	1	6
Missing-Unavailable													
Dmv - No Matches Or Records	13	12	39	9	17	30	15	5	6	6	8	13	173
Face Obstructed - Other	8	6	5	7	24	25	27	18	21	13	14	8	176
Out Of State Unavailable	0	0	0	0	0	1	0	0	0	0	0	0	1
Plate - No Plate/Temporary Plate	27	23	38	23	38	49	16	14	15	17	15	14	289
Plate - State Unreadable Or Non-Us	3	2	2	1	1	0	0	0	0	0	0	2	11
Plate Does Not Match Image	0	0	0	0	0	0	0	0	0	0	0	1	1
Plate Unreadable-Marred	2	9	2	5	9	9	8	16	4	5	2	2	73
Plate/Vehicle Obstructed	6	14	5	6	13	12	12	16	15	6	9	6	120
Stop Bar Not Painted/Visible	7	4	5	4	1	1	0	0	3	1	7	2	35
Traffic Signal - No Red Light	10	18	30	13	8	14	14	12	9	4	8	17	157
Traffic Signal - Red With Yellow Afterglow	0	2	0	0	1	2	0	0	0	0	0	1	6

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Issuance Rate Detail Report

Submission Criteria: Program Statistics Year: 2008 Document Type: CITATIONS Most Recent Violation Date Loaded: 08/04/2009
 Violation Type: ALL

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR TO DATE
Violation Date Is Past Enforceable Date	1	10	1	1	32	73	0	0	2	3	0	5	128
Exceptions	77	100	129	69	144	218	92	82	75	55	63	73	1,177
Controllable Exceptions													
Camera Focus - Front	1	0	0	0	0	0	2	1	0	0	0	0	4
Face Obstruction - Door Frame	9	2	7	10	21	22	4	5	3	3	2	2	90
Image Mismatch	0	0	0	0	0	1	0	3	1	0	0	2	7
Lighting - Flash Did Not Trigger - Front	8	1	0	0	6	0	0	0	2	0	0	0	17
Lighting - Flash Did Not Trigger - Rear	2	0	0	0	0	0	0	0	0	0	0	0	2
Lighting - Front Windshield Glare Sun Flash	0	1	1	1	10	10	2	0	1	0	0	0	26
Lighting - Low Light - No Driver Id	5	3	1	2	15	22	0	6	0	1	3	1	59
Lighting - Low Light - No Plate Id	1	1	0	0	0	0	0	0	0	0	0	0	2
Plate Overexposed - Sun Or Flash	0	0	0	0	0	2	0	1	0	1	0	2	6
Veh Pos - Too Far	0	2	1	0	1	1	0	3	0	0	0	0	8
Veh Pos - Too Near	6	13	6	3	7	21	1	2	1	0	1	0	61
Veh Pos Frame A - Vehicle Over Vio Line	1	0	0	1	0	0	0	0	0	1	0	0	3
Video Mismatch	0	4	1	3	6	5	5	0	6	9	4	1	44
Video Missing	0	1	0	0	2	0	1	2	3	8	5	1	23
Video Skipping Or Poor Quality	0	1	0	1	0	0	0	0	0	0	0	0	2
Exceptions	33	29	17	21	68	84	15	23	17	23	15	9	354
Sub-Total Vendor Exceptions	595	487	330	257	623	869	219	259	216	159	208	237	4,459

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 Violation Type: ALL

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR TO DATE
Police Exception Detail													
Camera Focus - Rear	0	0	0	0	0	1	0	0	0	0	0	0	1
Dmv - Address Missing-Unavailable	2	1	1	2	2	1	0	0	0	0	0	1	10
Dmv - No Matches Or Records	53	55	72	45	64	59	47	30	36	19	29	41	550
Emit/Police/Fire/Gov/Diplomat	4	2	2	0	1	4	3	3	4	3	2	7	35
Face Obstructed - Other	1	1	0	0	0	1	0	0	0	2	0	1	6
Face Obstruction - Door Frame	0	0	0	0	0	0	0	0	0	0	0	1	1
Funeral Procession	0	1	0	0	0	0	0	0	0	0	0	0	1
Lighting - Front Windshield Glare Sun	0	0	0	0	0	1	0	0	0	0	0	0	1
Lighting - Low Light - No Driver Id	0	0	0	0	1	0	0	0	0	0	0	0	1
Other	2	1	1	1	0	0	0	1	0	0	0	0	6
Plate Overexposed - Sun Or Flash	0	0	0	0	0	1	0	0	0	0	0	0	1
Slow Roll - Right Turn	28	27	13	8	48	21	8	6	1	13	0	0	173
Stop Bar Not Painted/Visible	6	5	5	1	3	3	0	0	1	0	4	7	35
Too Close To Cite	19	25	13	18	16	13	4	4	3	1	12	4	132
Traffic Signal - Green Or Yellow	0	0	0	0	0	0	1	0	1	0	0	0	2
Traffic Signal - No Red Light	0	0	4	2	15	48	3	2	4	0	1	0	79
Traffic Signal - Red With Yellow After	0	0	0	0	0	0	0	1	0	0	0	0	1
Veh Pos Frame A - Vehicle Over Vio	0	0	0	1	0	0	0	0	0	0	0	0	1
Vehicle Position - Hard Stop	0	0	1	0	1	1	0	4	0	0	0	0	7
Vehicle Stopped - No Violation	0	1	0	0	1	1	0	0	0	0	0	0	3
Video Missing	0	0	0	0	0	0	1	0	0	0	0	0	1
Video Skipping Or Poor Quality	0	0	10	3	27	38	5	3	0	0	0	0	86
Violation Date Is Past Enforceable Da	1	0	0	1	0	59	0	0	0	0	3	1	65
Sub-Total Police Exceptions	116	119	122	82	179	252	72	54	50	41	49	82	1,198



Location Performance Detail Report

Submission Criteria

From Violation Date: 1/1/2008

To Violation Date: 8/4/2009

Violation Type: ALL

Location: CV01 N/B AZUSA AVE @ CYPRESS ST

Total Events: 4,465

Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Controllable
Controllable Rejections		
CAMERA FOCUS - FRONT	0.04%	1.79%
FACE OBSTRUCTION - DOOR FRAME	0.81%	32.14%
IMAGE MISMATCH	0.07%	2.68%
LIGHTING - FLASH DID NOT TRIGGER - FRONT	0.18%	7.14%
LIGHTING - FRONT WINDSHIELD GLARE SUN FLASH	0.16%	6.25%
LIGHTING - LOW LIGHT - NO DRIVER ID	0.38%	15.18%
LIGHTING - LOW LIGHT - NO PLATE ID	0.07%	2.68%
PLATE OVEREXPOSED - SUN OR FLASH	0.13%	5.36%
VEH POS - TOO FAR	0.07%	2.68%
VEH POS - TOO NEAR	0.11%	4.46%
VIDEO MISMATCH	0.18%	7.14%
VIDEO MISSING	0.25%	9.82%
VIDEO SKIPPING OR POOR QUALITY	0.07%	2.68%
Totals:	2.51%	100.00%
Non-Controllable Rejections		
BAD WEATHER	0.02%	0.09%
DMV - ADDRESS MISSING-UNAVAILABLE	0.40%	1.57%
DMV - NO MATCHES OR RECORDS	13.15%	51.13%
FACE OBSTRUCTED - OTHER	2.42%	9.41%
PLATE - NO PLATE/TEMPORARY PLATE	3.70%	14.37%
PLATE - STATE UNREADABLE OR NON-US	0.16%	0.61%
PLATE DOES NOT MATCH IMAGE	0.02%	0.09%
PLATE UNREADABLE-MARRIED	0.87%	3.40%
PLATE/VEHICLE OBSTRUCTED	1.93%	7.49%
STOP BAR NOT PAINTED/VISIBLE	1.10%	4.27%
VIOLATION DATE IS PAST ENFORCEABLE DATE	1.95%	7.58%
Totals:	25.71%	100.00%



Location Performance Detail Report

Submission Criteria From Violation Date: 1/1/2008

To Violation Date: 8/4/2009

Violation Type: ALL

Location: CV01 NIB AZUSA AVE @ CYPRESS ST

Total Events: 4,465

Non-Violations	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Violations
EMT/POLICE/FIRE/GOV/DIPLOMAT	175	3.92%	23.68%
FLAGMAN / WAV/ETHRU	5	0.11%	0.68%
FUNERAL PROCESSION	13	0.29%	1.76%
LANE CHANGE-NO EVNT	76	1.70%	10.28%
NO VEHICLE PRESENT	7	0.16%	0.95%
OTHER	4	0.09%	0.54%
REAR AXLE ACTIVATION - TRUCKS	6	0.13%	0.81%
REVERSE LANE TRIGGER	5	0.11%	0.68%
SLOW ROLL - RIGHT TURN	50	1.12%	6.77%
TOO CLOSE TO CITE	117	2.62%	15.83%
TRAFFIC SIGNAL - GREEN OR YELLOW	8	0.18%	1.08%
VEHICLE POSITION - HARD STOP	1	0.02%	0.14%
VEHICLE STOPPED - NO VIOLATION	272	6.09%	36.81%
Totals:	739	16.55%	100.00%
Total Controllable Rejections:	112	2.51%	
Total Non-Controllable Rejections:	1,148	25.71%	
Non-Violations:	739	16.55%	
:Total of All Site Rejections:	1,999	44.77%	
Violations Still in Workflow:	46	1.03%	
Total Citations Issued:	2,420	54.20%	
Issuance Rate:	95.58%		



Location Performance Detail Report

Submission Criteria From Violation Date: 1/1/2008

To Violation Date: 8/4/2009

Violation Type: ALL

Location: CV02 N/B BARRANCA AVE @ ROWLAND ST

Total Events: 746

Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Controllable
Controllable Rejections		
CAMERA FOCUS - FRONT	0.13%	3.33%
FACE OBSTRUCTION - DOOR FRAME	0.27%	6.67%
LIGHTING - FLASH DID NOT TRIGGER - FRONT	1.21%	30.00%
LIGHTING - FLASH DID NOT TRIGGER - REAR	0.27%	6.67%
LIGHTING - LOW LIGHT - NO DRIVER ID	1.07%	26.67%
VEH POS - TOO FAR	0.13%	3.33%
VEH POS - TOO NEAR	0.54%	13.33%
VEH POS FRAME A - VEHICLE OVER VIO LINE	0.13%	3.33%
VIDEO MISSING	0.13%	3.33%
VIDEO SKIPPING OR POOR QUALITY	0.13%	3.33%
Totals:	4.02%	100.00%

Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Controllable
Non-Controllable Rejections		
BAD WEATHER	0.13%	0.86%
DMV - NO MATCHES OR RECORDS	6.30%	40.52%
FACE OBSTRUCTED - OTHER	0.67%	4.31%
PLATE - NO PLATE/TEMPORARY PLATE	3.08%	19.83%
PLATE UNREADABLE-MARRED	0.13%	0.86%
PLATE/VEHICLE OBSTRUCTED	0.80%	5.17%
STOP BAR NOT PAINTED/VISIBLE	0.13%	0.86%
TRAFFIC SIGNAL - NO RED LIGHT	2.82%	18.10%
TRAFFIC SIGNAL - RED WITH YELLOW AFTERGLOW	0.67%	4.31%
VIOLATION DATE IS PAST ENFORCEABLE DATE	0.80%	5.17%
Totals:	15.55%	100.00%

Non-Violations

Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Violations
116	15.55%	100.00%



Location Performance Detail Report

Submission Criteria

From Violation Date: 1/1/2008

To Violation Date: 8/4/2009

Violation Type: ALL

Location: CV02 N/B BARRANCA AVE @ ROWLAND ST

EMT/POLICE/FIRE/GOV/DIPLOMAT	23	3.08%	8.75%	Total Events: 746
FLAGMAN / WAVETHRU	5	0.67%	1.90%	
FUNERAL PROCESSION	1	0.13%	0.38%	
LANE CHANGE-NO EVNT	27	3.62%	10.27%	
NO VEHICLE PRESENT	70	9.38%	26.62%	
OTHER	9	1.21%	3.42%	
REAR AXLE ACTIVATION - TRUCKS	3	0.40%	1.14%	
REVERSE LANE TRIGGER	29	3.89%	11.03%	
SLOW ROLL - RIGHT TURN	5	0.67%	1.90%	
TOO CLOSE TO CITE	10	1.34%	3.80%	
TRAFFIC SIGNAL - GREEN OR YELLOW	5	0.67%	1.90%	
VEHICLE STOPPED - NO VIOLATION	76	10.19%	28.90%	
Totals:	263	35.25%	100.00%	

Total Controllable Rejections:	30	4.02%
Total Non-Controllable Rejections:	116	15.55%
Non-Violations:	263	35.25%
: Total of All Site Rejections:	409	54.83%
Violations Still in Workflow:	12	1.61%
Total Citations Issued:	325	43.57%
Issuance Rate:	91.55%	



Location Performance Detail Report

Submission Criteria

From Violation Date: 1/1/2008

To Violation Date: 8/4/2009

Violation Type: ALL

Location: CV03 E/B ROWLAND ST @ BARRANCA AVE

Total Events: 2,848

Controllable Rejections	Violation Events Rejected	Rejection Percentage To All Events
CAMERA FOCUS - FRONT	1	0.04%
FACE OBSTRUCTION - DOOR FRAME	8	0.28%
IMAGE MISMATCH	3	0.11%
LIGHTING - FRONT WINDSHIELD GLARE SUN FLASH	5	0.18%
LIGHTING - LOW LIGHT - NO DRIVER ID	18	0.63%
PLATE OVEREXPOSED - SUN OR FLASH	4	0.14%
VEH POS - TOO NEAR	7	0.25%
VEH POS FRAME A - VEHICLE OVER VIO LINE	2	0.07%
VIDEO MISMATCH	11	0.39%
VIDEO MISSING	12	0.42%
VIDEO SKIPPING OR POOR QUALITY	12	0.42%
Totals:	83	2.91%

Non-Controllable Rejections	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Controllable
BAD WEATHER	2	0.07%	0.64%
DMV - ADDRESS MISSING-UNAVAILABLE	4	0.14%	1.27%
DMV - NO MATCHES OR RECORDS	109	3.83%	34.71%
FACE OBSTRUCTED - OTHER	35	1.23%	11.15%
PLATE - NO PLATE/TEMPORARY PLATE	51	1.79%	16.24%
PLATE - STATE UNREADABLE OR NON-US	1	0.04%	0.32%
PLATE UNREADABLE-MARRED	8	0.28%	2.55%
PLATE/VEHICLE OBSTRUCTED	14	0.49%	4.46%
STOP BAR NOT PAINTED/VISIBLE	5	0.18%	1.59%
SUN GLARE-NO DRIVER ID	1	0.04%	0.32%
TRAFFIC SIGNAL - NO RED LIGHT	59	2.07%	18.79%
TRAFFIC SIGNAL - RED WITH YELLOW AFTERGLOW	6	0.21%	1.91%
VIOLATION DATE IS PAST ENFORCEABLE DATE	19	0.67%	6.05%
Totals:	314	11.03%	100.00%

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Location Performance Detail Report

Submission Criteria: From Violation Date: 1/1/2008 To Violation Date: 8/4/2009 Violation Type: ALL

Location: CV03 E/B ROWLAND ST @ BARRANCA AVE

Total Events: 2,848

Non-Violations	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Violations
EMT/POLICE/FIRE/GOV/DIPLOMAT	86	3.02%	4.94%
FLAGMAN / WAVE/THRU	1	0.04%	0.06%
FT - VIDEO DETECTOR - NO VEHICLE PRESENT	3	0.11%	0.17%
FUNERAL PROCESSION	20	0.70%	1.15%
LANE CHANGE-NO EVNT	37	1.30%	2.12%
NO VEHICLE PRESENT	67	2.35%	3.85%
OTHER	6	0.21%	0.34%
REAR AXLE ACTIVATION - TRUCKS	1	0.04%	0.06%
REVERSE LANE TRIGGER	37	1.30%	2.12%
SLOW ROLL - RIGHT TURN	42	1.47%	2.41%
TOO CLOSE TO CITE	5	0.18%	0.29%
TRAFFIC SIGNAL - GREEN OR YELLOW	43	1.51%	2.47%
VEHICLE POSITION - HARD STOP	4	0.14%	0.23%
VEHICLE STOPPED - NO VIOLATION	1390	48.81%	79.79%
Totals:	1,742	61.17%	100.00%

Total Controllable Rejections:	83	2.91%
Total Non-Controllable Rejections:	314	11.03%
Non-Violations:	1,742	61.17%
: Total of All Site Rejections:	2,139	75.11%
Violations Still in Workflow:	105	3.69%
Total Citations Issued:	604	21.21%
Issuance Rate:	87.92%	



Location Performance Detail Report

Submission Criteria	From Violation Date: 1/1/2008	To Violation Date: 8/4/2009	Violation Type: ALL
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Location: CV04 W/B ROWLAND ST @ BARRANCA AVE Total Events: 1,324

Controllable Rejections	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Controllable
FACE OBSTRUCTION - DOOR FRAME	10	0.76%	18.18%
IMAGE MISMATCH	1	0.08%	1.82%
LIGHTING - FRONT WINDSHIELD GLARE SUN FLASH	1	0.08%	1.82%
LIGHTING - LOW LIGHT - NO DRIVER ID	4	0.30%	7.27%
VEH POS - TOO FAR	1	0.08%	1.82%
VEH POS - TOO NEAR	9	0.68%	16.36%
VEH POS FRAME A - VEHICLE OVER VIO LINE	1	0.08%	1.82%
VIDEO MISMATCH	5	0.38%	9.09%
VIDEO MISSING	6	0.45%	10.91%
VIDEO SKIPPING OR POOR QUALITY	17	1.28%	30.91%
Totals:	55	4.15%	100.00%

Non-Controllable Rejections	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Controllable
DMV - ADDRESS MISSING-UNAVAILABLE	1	0.08%	0.48%
DMV - NO MATCHES OR RECORDS	60	4.53%	28.99%
FACE OBSTRUCTED - OTHER	33	2.49%	15.94%
PLATE - NO PLATE/TEMPORARY PLATE	40	3.02%	19.32%
PLATE - STATE UNREADABLE OR NON-US	1	0.08%	0.48%
PLATE UNREADABLE-MARRED	3	0.23%	1.45%
PLATE/VEHICLE OBSTRUCTED	8	0.60%	3.86%
TRAFFIC SIGNAL - NO RED LIGHT	44	3.32%	21.26%
VIOLATION DATE IS PAST ENFORCEABLE DATE	17	1.28%	8.21%
Totals:	207	15.63%	100.00%

Non-Violations	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Violations

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Location Performance Detail Report

Submission Criteria: From Violation Date: 1/1/2008 To Violation Date: 8/4/2009 Violation Type: ALL

Location: CV04 W/B ROWLAND ST @ BARRANCA AVE

Total Events: 1,324

Non-Violations	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Violations
EMT/POLICE/FIRE/GOV/DIPLOMAT	19	1.44%	2.70%
LANE CHANGE-NO EVNT	17	1.28%	2.41%
NO VEHICLE PRESENT	3	0.23%	0.43%
OTHER	5	0.38%	0.71%
REVERSE LANE TRIGGER	4	0.30%	0.57%
SLOW ROLL - RIGHT TURN	33	2.49%	4.69%
TOO CLOSE TO CITE	12	0.91%	1.70%
TRAFFIC SIGNAL - GREEN OR YELLOW	20	1.51%	2.84%
VEHICLE POSITION - HARD STOP	4	0.30%	0.57%
VEHICLE STOPPED - NO VIOLATION	587	44.34%	83.38%
Totals:	704	53.17%	100.00%

Total Controllable Rejections:	55	4.15%
Total Non-Controllable Rejections:	207	15.63%
Non-Violations:	704	53.17%
Total of All Site Rejections:	966	72.96%
Violations Still in Workflow:	21	1.59%
Total Citations Issued:	337	25.45%
Issuance Rate:	85.97%	



Location Performance Detail Report

Submission Criteria

From Violation Date: 1/1/2008

To Violation Date: 8/4/2009

Violation Type: ALL

Location: CV05 N/B GRAND AVE @ BADILLO ST

Total Events: 2,926

Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Controllable
Controllable Rejections		
CAMERA FOCUS - REAR	0.03%	0.75%
FACE OBSTRUCTION - DOOR FRAME	0.27%	6.02%
IMAGE MISMATCH	0.17%	3.76%
LIGHTING - FRONT WINDSHIELD GLARE SUN FLASH	0.10%	2.26%
LIGHTING - LOW LIGHT - NO DRIVER ID	0.14%	3.01%
VEH POS - TOO NEAR	0.34%	7.52%
VEH POS FRAME A - VEHICLE OVER VIO LINE	0.03%	0.75%
VIDEO MISMATCH	2.26%	49.62%
VIDEO MISSING	0.10%	2.26%
VIDEO SKIPPING OR POOR QUALITY	1.09%	24.06%
Totals:	4.55%	100.00%
Non-Controllable Rejections		
BAD WEATHER	0.03%	0.14%
DMV - ADDRESS MISSING-UNAVAILABLE	0.27%	1.15%
DMV - NO MATCHES OR RECORDS	9.33%	39.11%
FACE OBSTRUCTED - OTHER	0.51%	2.15%
PLATE - NO PLATE/TEMPORARY PLATE	3.49%	14.61%
PLATE - STATE UNREADABLE OR NON-US	0.24%	1.00%
PLATE UNREADABLE-MARRED	1.81%	7.59%
PLATE/VEHICLE OBSTRUCTED	1.23%	5.16%
STOP BAR NOT PAINTED/VISIBLE	1.09%	4.58%
TRAFFIC SIGNAL - NO RED LIGHT	3.59%	15.04%
TRAFFIC SIGNAL - RED WITH YELLOW AFTERGLOW	0.07%	0.29%
VIOLATION DATE IS PAST ENFORCEABLE DATE	2.19%	9.17%
Totals:	23.86%	100.00%

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Location Performance Detail Report

Submission Criteria: From Violation Date: 1/1/2008 To Violation Date: 8/4/2009 Violation Type: ALL

Location: CV05 N/B GRAND AVE @ BADILLO ST Total Events: 2,926

Non-Violations	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Violations
EMT/POLICE/FIRE/GOV/DIPLOMAT	126	4.31%	13.25%
FLAGMAN / WAVETHRU	24	0.82%	2.52%
FUNERAL PROCESSION	61	2.08%	6.41%
LANE CHANGE-NO EVNT	82	2.80%	8.62%
NO VEHICLE PRESENT	16	0.55%	1.68%
OTHER	5	0.17%	0.53%
REAR AXLE ACTIVATION - TRUCKS	2	0.07%	0.21%
REVERSE LANE TRIGGER	6	0.21%	0.63%
SLOW ROLL - RIGHT TURN	29	0.99%	3.05%
TOO CLOSE TO CITE	21	0.72%	2.21%
TRAFFIC SIGNAL - GREEN OR YELLOW	30	1.03%	3.15%
VEHICLE STOPPED - NO VIOLATION	549	18.76%	57.73%
Totals:	951	32.50%	100.00%

Total Controllable Rejections:	133	4.55%
Total Non-Controllable Rejections:	698	23.86%
Non-Violations:	951	32.50%
: Total of All Site Rejections:	1,782	60.90%
Violations Still in Workflow:	70	2.39%
Total Citations Issued:	1,074	36.71%
Issuance Rate:	88.98%	



Location Performance Detail Report

Submission Criteria: From Violation Date: 1/1/2008 To Violation Date: 8/4/2009 Violation Type: ALL

Location: CV06 S/B GRAND AVE @ BADILLO ST Total Events: 2,466

Controllable Rejections	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Controllable
FACE OBSTRUCTION - DOOR FRAME	21	0.85%	14.58%
IMAGE MISMATCH	4	0.16%	2.78%
LIGHTING - FLASH DID NOT TRIGGER - REAR	5	0.20%	3.47%
LIGHTING - FRONT WINDSHIELD GLARE SUN FLASH	2	0.08%	1.39%
LIGHTING - LOW LIGHT - NO DRIVER ID	3	0.12%	2.08%
VEH POS - TOO FAR	3	0.12%	2.08%
VEH POS - TOO NEAR	38	1.54%	26.39%
VIDEO MISMATCH	51	2.07%	35.42%
VIDEO MISSING	10	0.41%	6.94%
VIDEO SKIPPING OR POOR QUALITY	7	0.28%	4.86%
Totals:	144	5.84%	100.00%

Non-Controllable Rejections	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Controllable
DMV - ADDRESS MISSING-UNAVAILABLE	2	0.08%	0.77%
DMV - NO MATCHES OR RECORDS	74	3.00%	28.57%
FACE OBSTRUCTED - OTHER	24	0.97%	9.27%
PLATE - NO PLATE/TEMPORARY PLATE	39	1.58%	15.06%
PLATE - STATE UNREADABLE OR NON-US	1	0.04%	0.39%
PLATE UNREADABLE-MARRED	3	0.12%	1.16%
PLATE/VEHICLE OBSTRUCTED	43	1.74%	16.60%
STOP BAR NOT PAINTED/VISIBLE	14	0.57%	5.41%
TRAFFIC SIGNAL - NO RED LIGHT	30	1.22%	11.58%
VIOLATION DATE IS PAST ENFORCEABLE DATE	29	1.18%	11.20%
Totals:	259	10.50%	100.00%

Non-Violations

Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Violations
259	10.50%	100.00%



Location Performance Detail Report

Submission Criteria

From Violation Date: 1/1/2008

To Violation Date: 8/4/2009

Violation Type: ALL

Location: CV06 S/B GRAND AVE @ BADILLO ST

EMT/POLICE/FIRE/GOV/DIPLOMAT	111	4.50%	7.10%
FLAGMAN / WAVETHRU	23	0.93%	1.47%
FUNERAL PROCESSION	7	0.28%	0.45%
LANE CHANGE-NO EVNT	11	0.45%	0.70%
NO VEHICLE PRESENT	78	3.16%	4.99%
REAR AXLE ACTIVATION - TRUCKS	1	0.04%	0.06%
REVERSE LANE TRIGGER	28	1.14%	1.79%
SLOW ROLL - RIGHT TURN	60	2.43%	3.84%
TOO CLOSE TO CITE	2	0.08%	0.13%
TRAFFIC SIGNAL - GREEN OR YELLOW	26	1.05%	1.66%
VEHICLE POSITION - HARD STOP	6	0.24%	0.38%
VEHICLE STOPPED - NO VIOLATION	1210	49.07%	77.42%
Totals:	1,563	63.38%	100.00%

Total Events: 2,466

Total Controllable Rejections:	144	5.84%
Total Non-Controllable Rejections:	259	10.50%
Non-Violations:	1,563	63.38%
Total of All Site Rejections:	1,966	79.72%
Violations Still in Workflow:	46	1.87%
Total Citations Issued:	455	18.45%
Issuance Rate:	75.96%	



Location Performance Detail Report

Submission Criteria	From Violation Date: 1/1/2008	To Violation Date: 8/4/2009	Violation Type: ALL
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Location: CV07 E/B BADILLO ST @ GRAND AVE

Total Events: 3,761

Controllable Rejections

Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Controllable
CAMERA FOCUS - FRONT	0.03%	0.35%
FACE OBSTRUCTION - DOOR FRAME	1.99%	26.32%
IMAGE MISMATCH	0.08%	1.05%
LIGHTING - FRONT WINDSHIELD GLARE SUN FLASH	0.53%	7.02%
LIGHTING - LOW LIGHT - NO DRIVER ID	1.04%	13.68%
PLATE OVEREXPOSED - SUN OR FLASH	0.13%	1.75%
VEH POS - TOO FAR	0.05%	0.70%
VEH POS - TOO NEAR	1.46%	19.30%
VIDEO MISMATCH	1.09%	14.39%
VIDEO MISSING	0.21%	2.81%
VIDEO SKIPPING OR POOR QUALITY	0.96%	12.63%
Totals:	7.58%	100.00%

Non-Controllable Rejections

Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Controllable
BAD WEATHER	0.03%	0.29%
DMV - ADDRESS MISSING-UNAVAILABLE	0.05%	0.58%
DMV - NO MATCHES OR RECORDS	2.84%	31.20%
FACE OBSTRUCTED - OTHER	1.65%	18.08%
OUT OF STATE UNAVAILABLE	0.05%	0.58%
PLATE - NO PLATE/TEMPORARY PLATE	1.57%	17.20%
PLATE UNREADABLE-MARRED	0.27%	2.92%
PLATE/VEHICLE OBSTRUCTED	0.53%	5.83%
STOP BAR NOT PAINTED/VISIBLE	0.16%	1.75%
TRAFFIC SIGNAL - NO RED LIGHT	1.52%	16.62%
VIOLATION DATE IS PAST ENFORCEABLE DATE	0.45%	4.96%
Totals:	9.12%	100.00%

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Location Performance Detail Report

Submission Criteria	From Violation Date: 1/1/2008	To Violation Date: 8/4/2009	Violation Type: ALL
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Location: CV07 E/B BADILLO ST @ GRAND AVE

Total Events: 3,761

Non-Violations	Violation Events Rejected	Rejection Percentage To All Events	Rejection Percentage to Non-Violations
EMT/POLICE/FIRE/GOV/DIPLOMAT	119	3.16%	4.59%
FLAGMAN / WAVETHRU	1	0.03%	0.04%
FUNERAL PROCESSION	2	0.05%	0.08%
LANE CHANGE-NO EVNT	45	1.20%	1.73%
NO VEHICLE PRESENT	12	0.32%	0.46%
OTHER	1	0.03%	0.04%
REVERSE LANE TRIGGER	2	0.05%	0.08%
SLOW ROLL - RIGHT TURN	97	2.58%	3.74%
TOO CLOSE TO CITE	5	0.13%	0.19%
TRAFFIC SIGNAL - GREEN OR YELLOW	24	0.64%	0.93%
VEHICLE POSITION - HARD STOP	5	0.13%	0.19%
VEHICLE STOPPED - NO VIOLATION	2281	60.65%	87.93%
Totals:	2,594	68.97%	100.00%

Total Controllable Rejections:	285	7.58%
Total Non-Controllable Rejections:	343	9.12%
Non-Violations:	2,594	68.97%
: Total of All Site Rejections:	3,222	85.67%
Violations Still in Workflow:	49	1.30%
Total Citations Issued:	490	13.03%
Issuance Rate:	63.23%	

Summary in Detail

Table 2.0 summarizes in detail by fiscal month citations issued, citations paid, revenue received, fees paid and collection of fines as a percentage. In reviewing this table it is important to remember that the court does not provide any reconciliation of citations paid to citations issued. A lump sum payment is issued with only the raw number of citations paid indicated.

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	March	234	145	19101	19101	59%
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	May	295	131	16173	16173	56%
	June	195	172	21302	21302	70%
	Totals	2736	1259	162548	147832	62%
	Averages	228	46%	16255	18479	

	FY2009	Citations Issued	Citations Paid	Revenue	Fees Paid	Collection %
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	October	221	141	18359	16185	69%
	November	222	135	15415	16185	68%
	December	222	136	16105	16105	62%
	January	224	179	22571	16185	81%
	February	182	162	19641	16185	73%
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COVINA POLICE DEPARTMENT

INTER – OFFICE MEMORANDUM

Date: June 1, 2009
To: Scott Pierson – Police Lieutenant
Matt Eddings – Police Sergeant
From: J. Malinoski - Traffic Department
Re: *Red Light Camera Program – Viability Study*
CC: Derek Webster – Police Captain

Overview

In September of 2006 The City of Covina entered into an agreement with American Traffic Solutions, Inc. (ATS) for the purpose of installing and implementing a red light camera monitoring system and program. The system was installed in three major intersections within the city: 1). Azusa Ave at Cypress Street; 2). Grand Ave at Badillo Street; and 3). Barranca Ave at Rowland Street. The goal of the program was to reduce the significant number of traffic collisions occurring at these intersections and corresponding injuries by increasing the level of safe driving via the mere presence of the equipment as well as the automated issuance of red light violation citations.

The purpose of this memorandum is to communicate an analysis of the program's viability after two years of operation. The program became operational in April of 2007 after completing a thirty – day warning period. Given this, the analysis contained in this study utilized data from two years preceding the program (April 2005 – March 2007) and compared it against two years of data post program implementation (April 2007 – March 2009).

The program currently monitors (7) approaches contained within the above intersections: N/B Azusa Ave at Cypress Street; N/B Barranca Ave at Rowland Street; E/B Rowland Street at Barranca Ave; W/B Rowland Street at Barranca Ave; N/B Grand Ave at Badillo Street; S/B Grand Ave at Badillo Street; and E/B Badillo Street at Grand Ave.

Impact – Traffic Collisions

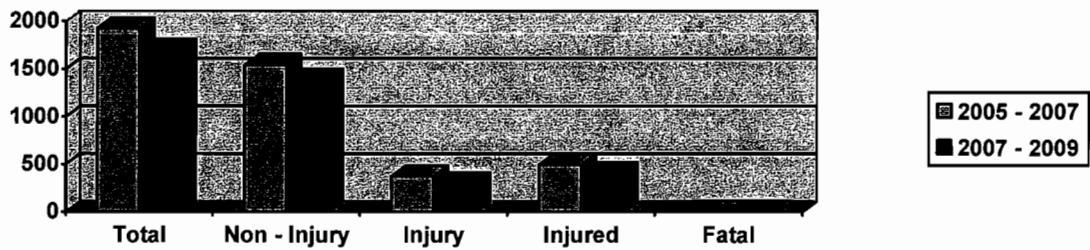
Global

There were a total of 1928 traffic collisions in the City of Covina from April 2005 – March 2007 (herein 2005 – 2007). 1545 were non – injury; 376 were injury – with a total of 497 persons injured; and 7 were fatal.

There were a total of 1703 traffic collisions in the City of Covina from April 2007 – March 2009 (herein 2007 – 2009). 1389 were non – injury; 306 were injury – with a total of 410 persons injured; and 9 were fatal. This represents the following net change:

<i>Traffic Collisions:</i>	-11.7%
<i>Non – Injury Collisions:</i>	-10.0%
<i>Injury Collisions:</i>	-18.6%
<i>Persons Injured:</i>	-17.5%
<i>Fatal Collisions:</i>	+28.6%

Traffic Collisions Global



Intersections – Red Light Camera Installations

The three intersections with camera installations showed a significant decrease in traffic collision occurrence in the two years post program installation. Azusa Ave at Cypress Street reduced the most dropping from (76) collisions 2005 – 2007 to (56) collisions 2007 – 2009 or **-26%**. This is followed by Grand Ave at Badillo Street which reduced from (66) collisions 2005 – 2007 to (50) collisions 2007 – 2009 or **-24%**. Barranca Ave at Rowland Street reduced from (22) to (19) during the same comparison periods or **-14%** (see **Table 1.0**)

Intersections – Other

Table 1.0 further depicts all other major intersections in the city that do not have a camera installation but had at least (10) collision occurrences in *either* comparison period. Out of (40) intersections studied – (25) showed a decrease in collisions from 2005 – 2007 to 2007 – 2009 or **62.5%**

Given the high number of intersections showing reduced collisions, it appears that the program is having an affect on safer driving habits *throughout* the city and not just on the intersections with camera installations.

Table 1.0

INTERSECTION	COLLISION OCCURRENCE		CHANGE	% CHANGE	CAMERA INSTALLED
	2005 - 2007	2007 - 2009			
Azusa/Badillo	40	23	-17	-43%	
Azusa/Covina	31	16	-15	-48%	
Azusa/Cypress	76	56	-20	-26%	X
Azusa/San Bernardino	44	33	-11	-25%	
Azusa/Arrow Highway	41	51	10	24%	
Barranca/Badillo	15	15	0	0%	
Barranca/Covina	12	16	4	33%	
Barranca/Cypress	14	8	-6	-43%	
Barranca/Puente	11	7	-4	-36%	
Barranca/Rowland	22	19	-3	-14%	X
Barranca/San Bernardino	16	11	-5	-31%	
Barranca/Workman	17	10	-7	-41%	
Citrus/Arrow Highway	13	22	9	69%	
Citrus/Badillo	18	13	-5	-28%	
Citrus/College	7	12	5	71%	
Citrus/Covina	27	26	-1	-4%	
Citrus/Cypress	20	19	-1	-5%	
Citrus/Front	13	10	-3	-23%	
Citrus/Rowland	16	14	-2	-13%	
Citrus/Workman	14	9	-5	-36%	
Glendora/Badillo	9	17	8	89%	
Glendora/Covina	7	15	8	114%	
Glendora/Cypress	14	8	-6	-43%	
Grand/Arrow Highway	28	18	-10	-36%	
Grand/Badillo	66	50	-16	-24%	X
Grand/Covina	39	26	-13	-33%	
Grand/Cypress	10	14	4	40%	
Grand/Puente	10	20	10	100%	
Grand/Rowland	11	9	-2	-18%	
Grand/San Bernardino	21	18	-3	-14%	
Hollenbeck/Badillo	24	18	-6	-25%	
Hollenbeck/Puente	11	12	1	9%	
Hollenbeck/Rowland	13	5	-8	-62%	
Hollenbeck/San Bernardino	14	12	-2	-14%	
Hollenbeck/Workman	18	24	6	33%	
Lark Ellen/San Bernardino	21	23	2	10%	
Rimsdale/San Bernardino	9	13	4	44%	
Second/Badillo	9	17	8	89%	
Second/Rowland	10	7	-3	-30%	
Vincent/San Bernardino	28	31	3	11%	

Mitigating Factors

Effect of Increase in Gasoline Prices on Relative Traffic Volumes

2007 and 2008 saw significant rises in gasoline prices. This time period corresponds with the implementation period of the red light camera program. As a result, this viability study sought to evaluate if the reduction in traffic collisions illustrated above perhaps could also be attributed to a reduced vehicle traffic volume as a result of a dramatic rise in gas prices.

The United States Congressional Budget Office (CBO) conducted a study¹ to evaluate the effect experienced on traffic volumes by rising gasoline prices using four years of data collected from metropolitan freeways in California and on statewide gasoline prices over that period.

On average, over all locations, the price of gasoline in a given week had a negligible effect on the volume of weekend traffic, but on weekdays higher gasoline prices had a small effect. A 10 percent increase in the price of gasoline is estimated to reduce volumes of driving by as little as 0.2 percent to 0.3 percent in the short run and by 1.1 percent to 1.5 percent in the long run should a price increase persist.

A 20 percent increase in price – or 50 cents if the base price is \$2.50 per gallon, would reduce freeway traffic by an average of 0.4 percent in the short run and by 1.4 percent in the long run.

The study provided some insight on the effect an increase in gasoline prices had on vehicle speeds. The results were similar to the effect on traffic volumes. Thus the reduction in vehicle collisions experienced in the implementation period of the red light camera program does not appear to be mitigated by the rising fuel prices.

Revenue and Cost

Citations Issued

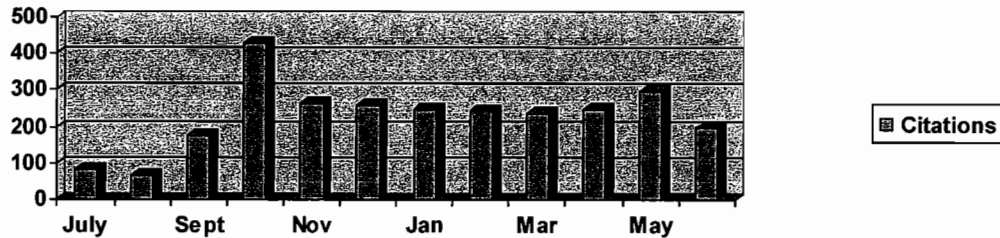
The red light camera program issued a total of 2736 citations in FY 2008 or an average of 228 citations per month. The program has issued a total of 3102 citations through June of FY 2009 or an average of 259 citations per month. The FY 2009 average was affected by the re-paving construction of Barranca Ave. which caused the cameras on this street to be turned off. Turning the cameras back on was further delayed due to re-calibration requirements of the amber phase times.

Since the program's inception, 8116 violations have been captured by the cameras and 6249 have been approved by officers for the issuance of a citation – or 71.16%. A

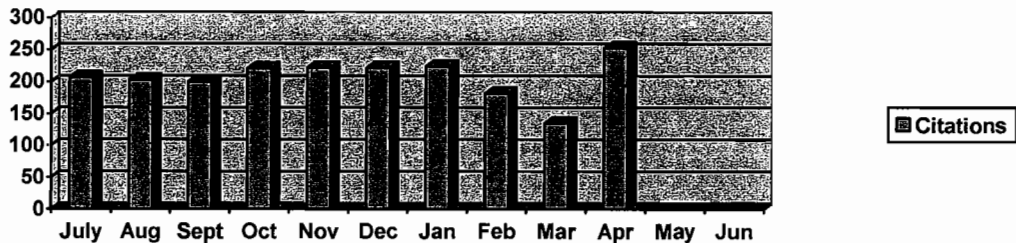
¹ Congressional Budget Office 'Effect of Gasoline Prices on Driving Behavior and Vehicle Markets' – January 2009

predominate reason for a violation being rejected is due to the inability to locate an individual's record and match it to the driver – i.e. an unlicensed driver.

Red Light Camera Citations Issued FY 2007 - 2008



Red Light Camera Citations Issued FY 2008 - 2009



Citations Paid - (Revenue)

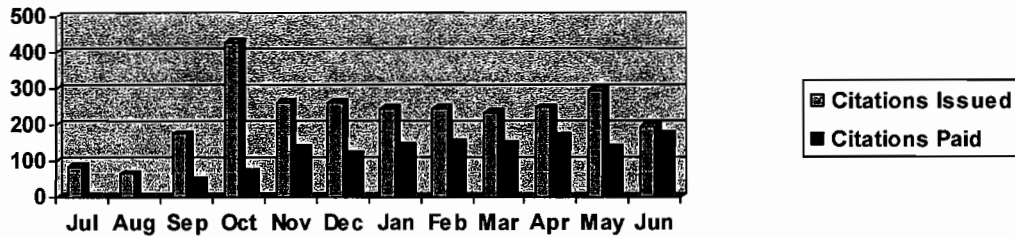
Of the 2736 citations issued in FY 2008, a total of 1259 fine payments were received or approximately 46%. Fine payment data for citations issued in FY 2009 is available through the month of June. Through this month, there were 3102 citations issued by the red light camera program. There were 1905 fine payments received during this same period – or approximately 75%.

The courts do not provide any data on what specific citations were paid, thus it is not possible to reconcile what specific citations were actually paid to specific citations issued. When revenue is paid to the City from the courts – we in essence take their word that the amount paid to us is the amount due us via fine payments received.

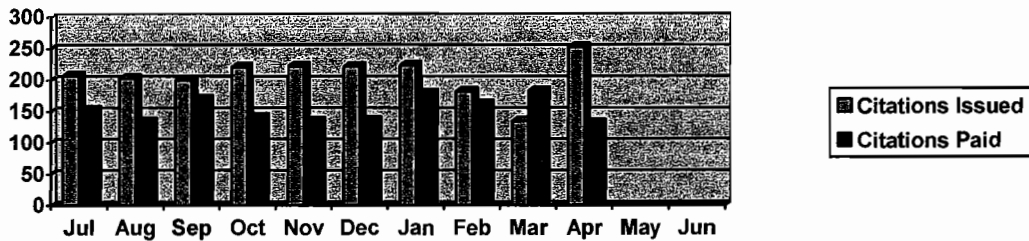
Comparison of Fine Payment Collection Statistics

ATS currently services 65% of the red light camera program markets throughout the United States. However, this includes only (8) cities in the State of California. The City of Covina is the only city served by them in Los Angeles County. According to current collection statistics surveyed by ATS within the State of California – collection rates of fine payments range from 55 – 80%. Thus our collection rate of 75% appears to be acceptable.

Citations Issued vs. Citations Paid FY 2007 - 2008



Citations Issued vs. Citations Paid FY 2008 - 2009



Revenue and Operational Costs

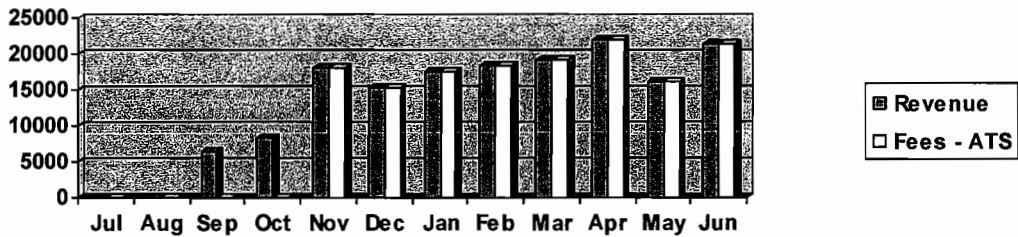
In FY 2008, the red light program generated \$162,548 in total revenue or an average of \$16,255 per month. Total fees paid to the ATS for that year were \$147,832 resulting in an operating profit of \$14,716. In FY 2009 thus far, fine payments have generated \$226,937 in total revenue or an average of \$18,912 per month. The fee agreement was re-negotiated this fiscal year to a flat monthly fee of \$16,185 (\$2,200 per approach plus \$785 for three live video feeds). So far, \$191,043 in fees has been paid to ATS resulting in an operating profit of \$32,894.

Administrative Costs

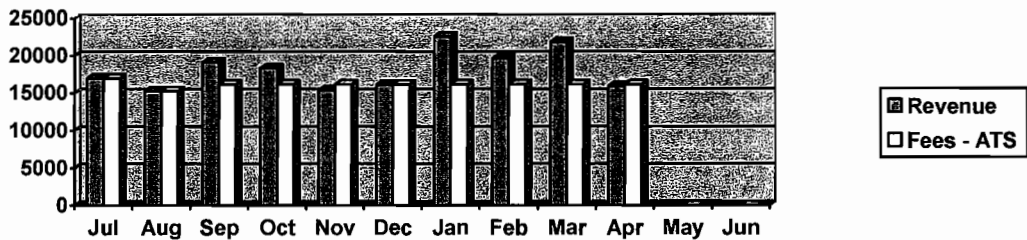
Approximately (1) hour each day is spent by traffic officers to administer the red light camera program. This includes reviewing violations, issuing citations, providing information to violators and other administrative functions. An additional (1) hour is spent on average per week testifying in traffic court. Further, Rachel Leo receives and tracks financial data provided to the department by the courts as it relates to this program (i.e. revenues from paid citations and fees paid to ATS). It is estimated that she spends (2) hours per month executing these duties.

Assuming a \$50 per hour employee cost; a total of 6.5 hours of labor costs dedicated to this program weekly; at 52 weeks per year – it is estimated that \$16,900 in *soft costs* are incurred annually administering this program. Thus, for all intents and purposes, the program appears to be performing at a ‘break-even’ status. However, fine payments are up significantly in Q3FY09. This status will have to be monitored to evaluate its sustainability.

Revenue vs. Cost FY 2007 - 2008



Revenue vs. Cost FY 2008 - 2009



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Opportunities

Reduction in Crime

As illustrated in **Table 1.0**, an analysis of current data reveals traffic collisions are down approximately 12% overall – a reduction experienced by 62.5% of forty major intersections studied in the city since the implementation of the city’s red light camera program.

Table 3.0 illustrates the occurrence rates for key crimes and/or events requiring a police officer’s handle for the two comparison periods contained in this study as well as the differences between the two periods.

While it is not proposed that the implementation of a red light camera program is directly responsible for a 15% reduction in larceny crimes or a 14% reduction in assault crimes; it is worth evaluating what impact the implementation of a red light camera program has had on an officer’s ability to be more pro-active in his or her beat as a result of a 12% reduction in time spent investigating traffic collisions.

Table 3.0

	2005/2007	2007/2009	Difference	% Difference
Homicide	3	19	16	533%
Rape	15	20	5	33%
Assault	1314	1130	-184	-14%
Robbery	151	156	5	3%
Burglary	867	764	-103	-12%
Larceny	2588	2191	-397	-15%
Auto				
Thefts	458	418	-40	-9%
Arrests	7818	6640	-1178	-15%
Citations	15541	13397	-2144	-14%

Commercial Enforcement

A significant amount of commercial traffic travels through the City of Covina on a daily basis. A major portion of this traffic weighs in excess of 26000 lbs. This gross weight is damaging certain roadways within the city despite posted approved truck routes. ATS has developed technology which senses the gross weight of vehicles and uses the same red light camera technology to issue citations to vehicles traveling in violation of posted routes given their weight.

Conclusions and Recommendations

Conclusions

Program Viability

Based on the results of this study it is believed that the red light camera program is in fact a viable resource used by the department in its effort to maintain and/or enhance the quality of life for the residents of the City of Covina.

- ***Reduced Collisions***
- ***Reduced Injuries***
- ***Reduced Property Damage***
- ***Increased Pro-Active Policing***
- ***Cost Neutral***
- ***Global Reach***

In the last two years, the city has experienced 225 less vehicle collisions with 87 less persons injured as a result. The program appears to have reaching effects to safer driving habits in intersections throughout the city as illustrated with a reduction of collisions in nearly 63% of major intersections. The city has experienced a reduction in certain crimes persons and property crimes and has achieved an increased ability for proactive officer patrols given the significant reduction in collision investigations – at zero cost to the tax payer!

Recommendations

Public Relations

A recent public opinion poll conducted by Public Opinion Strategies² revealed that 69% of the public supports red light camera programs with only 29% of the public opposing such a program. The national survey was based on interviews with 800 likely voters. The results are subject to a sampling error of plus or minus 3.46 %.

It is recommended that the department begin to leverage the successes achieved via the program to further and/or improve relations with the public as it relates to the program. The public might appreciate that 87 less people were injured in the last two years since the program's inception with zero cost to the taxpayer and zero profit to the city. ATS can assist with the preparation of a quarterly press release highlighting some positive effect as a result of the program's existence.

² Public Opinion Strategies, Alexandria VA, April 19 – 22, 2009 Red Light Camera Opinion Poll

Dormant Red Light Cameras

Given the program's success thus far, coupled with the achievement of a relative problem-free operational status; consideration might be given to bringing a dormant camera monitoring the left turn approach of westbound Badillo Street to southbound Grand Ave back on line. During a 24 – hour monitoring pre-installation phase, there were (23) red light violations observed in this approach. At approximately \$436 per violation; the \$2200 in added cost would be paid for with the collection of (5) citations.

Continued Viability Studies

Continued monitoring of the program' viability every two years is recommended to ensure the program continues to serve the resident's of the city as an acceptable resource given its cost/benefit.