

CITY OF SAN BERNARDINO - REQUEST FOR COUNCIL ACTION

From: Keith L. Kilmer
Chief of Police

Dept: Police Department

Date: January 3, 2011

Resolution of the City of San Bernardino
Authorizing a Contract with American Traffic
Systems (ATS) of Phoenix, Arizona, for an
Upgrade to the City's Red Light Camera
Enforcement System.

M/CC DATE: January 24, 2011

Synopsis of Previous Council Action

1. Resolution 2005-107 - May 04, 2005 - Resolution of the City of San Bernardino authorizing a lease and services agreement with Nestor Traffic Systems (NTS) for a Red Light Camera Enforcement System.
2. Resolution 2005-107A - May 04, 2005 - Resolution of the City of San Bernardino authorizing a maintenance agreement for Red Light Camera Enforcement System equipment on State Routes in the City of San Bernardino with Caltrans (DOT).
3. March 24, 2008 - Motion to set a public hearing for April 7, 2008 to authorize an amendment to the lease and services agreement with Nestor Traffic Systems (NTS)
4. Resolution 2008-135 - April 21, 2008, Resolution of the City of San Bernardino authorizing a contract expansion amendment with Nestor Traffic Systems (NTS).
5. Resolution 2009-007 - January 20, 2009, Resolution of the City of San Bernardino authorizing an amendment to the lease and services agreement Nestor Traffic Systems (NTS).

Recommended Motion:

1. Adopt Resolution.



KEITH L. KILMER, CHIEF OF POLICE

Contact person: Lieutenant Raymond W. King **Phone:** 384-5604

Supporting data attached: Yes **Staff Report/Resolution** **Ward:** All

FUNDING REQUIREMENTS: **Amount:** \$ 950,000.00
Source: Traffic Safety Program
Other Professional Services
(128-210-5505-0000-0087)

Council Notes:

Finance

Agenda Item No. 30

01-24-2011
Replacement Page

CITY OF SAN BERNARDINO – REQUEST FOR COUNCIL ACTION

Staff Report

Subject

Subject: Resolution of the City of San Bernardino Authorizing a Contract with American Traffic Systems (ATS) of Phoenix, Arizona, for an Upgrade to the City's Red Light Camera Enforcement System.

Background

In May 2005, the City Council approved a Red Light Camera Enforcement System (RLC) for the City of San Bernardino with Nestor Traffic Systems (NTS). The initial project involved camera systems at four intersections (Waterman at Hospitality, Waterman at 30th Street, Waterman at 40th Street, and Highland at Arden). The project contract was amended in April, 2008 to expand the project up to 11 locations. Seven of the 11 locations have been activated. In September, 2009, American Traffic Systems (ATS) purchased Nestor Traffic Systems, and has been providing services as outlined in the existing lease and service agreement.

ATS has offered to convert the existing NTS enforcement systems to the standard ATS product line. They will reduce the flat monthly lease fees when the City converts from the existing NTS enforcement system. After meeting with ATS and discussing a possible transition to the ATS product line the Police Department identified the following benefits to switching platforms:

1. Reduction in on-site equipment – The ATS product line does not require equipment such as the large over-hanging camera poles that the NTS product uses. All enforcement activities are done from a single pole at the curb (Highland at Arden will require two curb poles, without overhanging equipment because of the large number of lanes).
2. Improved in-ground sensor equipment – The ATS product line uses an inexpensive in-ground sensor to track violators and communicate with curb mounted camera poles. The devices can easily be moved or replaced if surfacing work on the roadway is necessary. ATS provides the devices to the City at no cost and with advance coordination with response to sites to install, replace, or repair sensors at no cost to the City.
3. Improved strobe light technology – The ATS product line uses smaller and more effective strobe lights. This technology allows the cameras to capture multiple violators on each red phase.
4. Improved web-based enforcement software for officers – The ATS product line provides easier editing features and better review features for officers and court personnel.
5. Larger customer service call center for the public – The ATS product line provides a larger centralized call center for citizens to call with questions associated with the red light cameras.
6. Lease cost savings – ATS is offering \$144,000 in leasing discounts for existing site leases with no reduction in service.

The new contract will provide the following major changes to the City of San Bernardino's RLC project:

1. Fixed Lease Period – This lease will run retroactive from the start of FY 2010-2011 to the end of FY 2012/2013.
2. University Parkway at Kendall Site Shutdown and Removal – Due to reduced activity
3. Southbound Waterman at 40th St Site Shutdown and Removal – Due to reduced activity
4. Westbound 30th St at Waterman Site Shutdown and Removal – Due to reduced activity
5. San Bernardino Ave at Tippecanoe Activation – For east and westbound traffic
6. Additional Site – Baseline at Mt Vernon – For east and westbound traffic
7. Additional Site – Hallmark Parkway at University Parkway – For westbound Hallmark

ATS will provide a staggered program for the upgrade of the existing camera systems. Initially, ATS will convert two intersections as mutually approved by both the City and ATS. When the sites have been operational for at least 90 days, and if the City approves the performance of the upgraded system, ATS will add two additional intersections as requested by the City. This 90 day approval program will continue through the balance of the sites, unless altered by the mutual agreement of both parties. City owned intersections will be updated within about 90 days. Cal-Trans intersections have a longer permit process and may require 120 days for upgrade work to be completed.

Financial Impact

The FY 2010-2011 Police Traffic Safety program budget (account: 128-210-5505-0000-0087) budget includes \$950,000 for RLC contract costs and \$950,000 for gross RLC fine revenues. Staff anticipates that the intersections added in this agreement, coupled with the improved operations at existing enforcement sites, will generate another \$100,000 in gross RLC fine revenues. Based on the experience of other entities that have converted to ATS technology, the Police Department estimates that RLC enforcement incidents will increase by 10-15% because of the technology improvements associated with the new ATS enforcement equipment. There is no change in the FY 2010-2011 budget for this program.

Account: 128-210-5505-0000-0087

Budget Total \$950,000

Balance as of September 9, 2010: \$950,000

(Balance after approval: \$ 0.00)

Please note this balance does not indicate available funding. It does not include non-encumbered reoccurring expenses or expenses incurred, but not yet processed.

Recommendation

Adopt Resolution.

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RESOLUTION NO. _____

RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING A CONTRACT WITH AMERICAN TRAFFIC SYSTEMS (ATS), OF PHOENIX, ARIZONA, FOR AN UPGRADE OF THE CITY'S RED LIGHT CAMERA ENFORCEMENT SYSTEM.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. American Traffic Systems (ATS), of Phoenix, Arizona, is the new owner of the City's existing Red Light Camera Enforcement System that was previously owned by Nestor Traffic Systems (NTS). The existing Red Light Camera Enforcement System is leased to the City of San Bernardino. The system is operated by the San Bernardino Police Department.

SECTION 2. That the Mayor and Common Council authorize the City Manager, or his designee, to sign the Vendor Service Agreement (attached and labeled as Exhibit A) between American Traffic Systems and the City of San Bernardino for services outlined in Section 1 of this resolution.

SECTION 3. The authorization to sign the Vendor Service Agreement referenced in Section 2 of this resolution is rescinded if the Vendor Service Agreement is not signed by both parties within forty-five (45) days of the passage of this resolution.

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RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING A CONTRACT WITH TRL SYSTEMS, OF ONTARIO CALIFORNIA, FOR A SURVEILLANCE CAMERA SYSTEM UPGRADE AT THE SAN BERNARDINO POLICE DEPARTMENT'S HEADQUARTERS.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and Common Council of the City of San Bernardino at a _____ meeting thereof, held on the _____ day of _____, 2011, by the following vote, to wit:

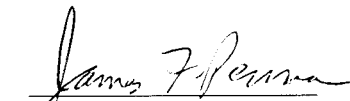
<u>Council Members:</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
MARQUEZ	_____	_____	_____	_____
DESJARDINS	_____	_____	_____	_____
BRINKER	_____	_____	_____	_____
SHORETT	_____	_____	_____	_____
KELLEY	_____	_____	_____	_____
JOHNSON	_____	_____	_____	_____
MCCAMMACK	_____	_____	_____	_____

Rachel G. Clark, City Clerk

The foregoing resolution is hereby approved this _____ day of _____, 2011.

Patrick J. Morris, Mayor
City of San Bernardino

Approved as to
Form:



JAMES F. PENMAN,
City Attorney

VENDOR SERVICES AGREEMENT

This Vendor Services Agreement is entered into this ____ day of _____, by and between American Traffic Solutions, Inc. (“VENDOR”) and the City of San Bernardino, California (“CITY”).

WITNESSETH:

WHEREAS, the Mayor and Common Council has determined that it is advantageous and in the best interest of the CITY to contract for the installation, configuration, and activation of an upgrade to the CITY’S existing Red Light Camera Enforcement System that is operated by the San Bernardino Police Department; and

1. SCOPE OF SERVICES.

For the remuneration stipulated, CITY hereby engages the services of VENDOR to provide those products and services as set forth in VENDOR’S Scope of Work on Exhibit “A,” attached hereto and incorporated herein.

2. COMPENSATION AND EXPENSES.

- a. For the services delineated above, the VENDOR, shall retain deliver, install, configure, activate and provide the intersection safety camera system as specified in the VENDOR’S Fee Schedule attached as Exhibit “B”, attached hereto and incorporated herein.
- b. No other expenditures made by VENDOR shall be reimbursed by CITY.

3. TERM.

The initial term of this Agreement shall be for a period of three (3) years. The VENDOR must complete all work within 45 days of receipt of a City or DOT permit.

The VENDOR will provide a staggered program for the upgrade of the existing camera systems. Initially, VENDOR will convert two intersections as mutually approved by both the CITY and VENDOR. When the sites have been operational for at least 90 days, and if the CITY approves the performance of the upgraded system, the VENDOR will add two additional intersections as requested by the CITY. This 90 day approval program will continue through the balance of the sites, unless altered by the mutual agreement of both parties.

The Vendor will maintain the operations of the existing camera systems during the conversion period.

The CITY may terminate this Agreement at any time by giving thirty (30) days written notice to VENDOR. CITY shall pay all that is payable under this Agreement to VENDOR until the date of termination.

For convenience, by either party in the event that state legislation, a decision by a court of competent jurisdiction, or other change in state law or circumstances materially interferes with the terms of this Agreement or the ability of a party to perform its obligations under the terms of this Agreement. In any termination of convenience, VENDOR shall retain any amount of revenue collected from the program sufficient to cover VENDOR'S cost in excess of fees paid to date.

Effect of Termination. If this Agreement is terminated as provided herein, CITY may require VENDOR to provide all finished or unfinished documents and data and other information of any kind prepared by VENDOR in connection with the performance of services under this Agreement. VENDOR shall be required to provide such documents and other information within fifteen (15) days of the request. All data provided to CITY shall be owned by the CITY. Upon termination of this Agreement, VENDOR shall deliver to the CITY all data necessary for CITY to wind-down the program in an orderly manner.

4. INDEMNITY.

VENDOR agrees to and shall indemnify and hold the CITY, its elected officials, employees, agents or representatives, free and harmless from all claims, actions, damages and liabilities of any kind and nature arising from bodily injury, including death, or property damage, based or asserted upon any actual or alleged negligent act or omission of VENDOR, its employees, agents, or subcontractors, relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, unless the bodily injury or property damage was actually caused by the sole negligence of the CITY, its elected officials, employees, agents or representatives. As part of the foregoing indemnity, VENDOR agrees to protect and defend at its own expense, including attorney's fees, the CITY, its elected officials, employees, agents or representatives from any and all legal actions based upon such actual or alleged negligent acts or omissions. VENDOR hereby waives any and all rights to any types of express or implied indemnity against the CITY, its elected officials, employees, agents or representatives, with respect to third party claims against the Vendor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement.

5. INSURANCE.

While not restricting or limiting the foregoing, during the term of this Agreement, VENDOR shall maintain in effect policies of comprehensive public, general and automobile liability insurance, in the amount of \$1,000,000.00 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the CITY's Risk Manager prior to undertaking any work under this Agreement. CITY shall be set forth as an additional named insured in each policy of insurance provided hereunder. The Certificate of Insurance furnished to the CITY shall require the insurer to notify CITY at least 30 days prior to any change in or termination of the policy.

6. NON-DISCRIMINATION.

In the performance of this Agreement and in the hiring and recruitment of employees, VENDOR shall not engage in, nor permit its officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, or any other status protected by law.

7. INDEPENDENT CONTRACTOR.

VENDOR shall perform work tasks provided by this Agreement, but for all intents and purposes VENDOR shall be an independent contractor and not an agent or employee of the CITY. VENDOR shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for VENDOR and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

8. BUSINESS REGISTRATION CERTIFICATE AND OTHER REQUIREMENTS.

VENDOR warrants that it possesses or shall obtain, and maintain a business registration certificate pursuant to Chapter 5 of the San Bernardino Municipal Code, and any other licenses, permits, qualifications, insurance, and approval of whatever nature that are legally required of VENDOR to practice its business or profession, however CITY agrees to not charge ATS for any permit fees.

9. NOTICES.

Any notices to be given pursuant to this Agreement shall be deposited with the United States Postal Service, postage prepaid and addressed as follows:

TO THE CITY:

Raymond King, Lieutenant
San Bernardino Police Department
710 North "D" Street
San Bernardino, CA 92401
Telephone: (909) 384-5742

TO THE VENDOR:

Chief Operating Officer
American Traffic Solutions, Inc.
7681 E. Gray Rd.
Scottsdale, AZ 85260
Telephone: (480) 443-7000

10. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions or provisions hereof. The costs, salary, and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the CITY shall be considered as "attorneys' fees" for the purposes of this paragraph.

11. ASSIGNMENT.

VENDOR shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the VENDOR's interest in this Agreement without CITY's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for the termination of this Agreement. Regardless of CITY's consent, no subletting or assignment shall release VENDOR of VENDOR's obligation to perform all other obligations to be performed by VENDOR hereunder for the term of this Agreement.

12. VENUE.

The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated either in the State courts located in the County of San Bernardino, State of California or the U.S. District Court for the Central District of California, Riverside Division. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature.

13. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California.

14. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, representatives, successors, and assigns.

15. HEADINGS.

The subject headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the construction or the interpretation of any of its provisions.

16. SEVERABILITY.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

17. REMEDIES; WAIVER.

All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

18. SYSTEM DOWN PROTECTION.

VENDOR shall repair a non-functional camera system within 72 hours of determination of a malfunction. VENDOR agrees to credit the CITY 1/30 of monthly per approach fee for each full day an approach camera system remains non-functional after the 72-hour repair period has expired. VENDOR shall not be held responsible if the 72-hour repair period is delayed due to causes as outlined in Section 20 "Force Majeure" of this Agreement.

19. PERFORMANCE LEVEL WARRANTEE.

VENDOR will assure that, on a monthly basis, 65% of photos capturing violations submitted to the CITY for approval from existing camera systems (75% from upgraded camera systems), but not including those photos that are not legal or completed violations, or cannot be processed due to circumstances beyond VENDOR'S control (i.e. missing license plates, obstruction of driver's image, obstruction of vehicle, obstruction of license plate, weather conditions, windshield glare, tinted windshield, and false triggers) must be clear and identifiable, and therefore of a quality that the CITY can approve as sufficient for submission as evidence in citation proceedings. For each percentage point by which the photos are not of the aforementioned quality, the CITY shall be credited with one percent of the relevant fees. VENDOR shall have ninety (90) days from the activation of each intersection, inclusive of the thirty (30) day warning period for that intersection, to adjust its equipment without triggering the credits discussed in this Section.

20. FORCE MAJEURE.

Neither party will be liable to the other or be deems to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorized approval delays which are not caused by any act or omission by VENDOR. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

21. 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, including, but not limited to, the Nestor Traffic Systems Agreement date May 4, 2005.

22. COMMUNICATION OF INFORMATION.

VENDOR agrees that all information obtained by VENDOR through operation of the camera systems shall be made available to the CITY at any time during VENDOR'S normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of the CITY'S obligation under this Agreement.

23. CONFIDENTIAL INFORMATION.

No information given by VENDOR to CITY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by VENDOR. Provided,

however, nothing in this paragraph shall be construed contrary to the terms and provisions of the California Public Records Act, or any other "Open Records Act" or similar laws, insofar as they may be applicable. VENDOR shall not use any information acquired by this program with respect to any violations or the CITY'S law enforcement activities for any purpose other than the program.

24. SOLE PROPERTY OF VENDOR.

It is understood by the CITY that the VENDOR'S system that is being installed by VENDOR is, and shall remain, the sole property of VENDOR, unless separately procured from VENDOR through a lease or purchase transaction. The system is being provided to CITY only under the terms and for the term of this Agreement.

25. ENTIRE AGREEMENT; MODIFICATION.

This Agreement constitutes the entire agreement and the understanding between the parties, and supersedes any prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by all parties to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and date set forth below.

Dated: _____, 20__

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Adam E. Tuton, Chief Operating Officer

Dated _____, 20__

CITY OF SAN BERNARDINO

By: _____
Charles McNeely, City Manager

Approved as to Form:
James F. Penman, City Attorney

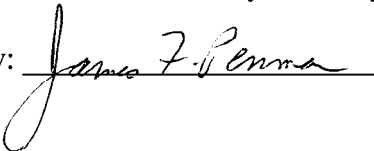
By: 

Exhibit A
ATS SCOPE OF WORK

1. AMERICAN TRAFFIC SOLUTIONS (ATS) SCOPE OF WORK

1.2 ATS IMPLEMENTATION

- 1.2.1 ATS agrees to support the existing Nestor camera systems during the conversion phase to Axis™ camera systems.
- 1.2.2 ATS agrees to provide a turnkey solution for new and converted 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.
- 1.2.3 ATS agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.
- 1.2.4 ATS will assist the Customer with video evaluation of candidate sites using the Axis VIMS system.
- 1.2.5 ATS will install Camera Systems at a number of intersection or grade crossing approaches to be agreed upon between ATS and the Customer after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where Camera Systems are installed and maintained.
- 1.2.6 ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.7 ATS' in-house marketing department will assist the Customer with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, ATS may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to ATS from collected revenues.
- 1.2.8 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 and video viewing.
- 1.2.9 The Customer and ATS will complete the Project Business Process Work Flow design within 30 calendar days of contract signature.
- 1.2.10 ATS normally shall provide technician site visits to each 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.
- 1.2.11 ATS shall repair a non-functional Camera System within 72 business hours of determination of a malfunction.

- 1.2.12 ATS shall repair the Axisis 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.
- 1.2.13 For any city using ATS lockbox or epayment services, ATS will establish a demand deposit account bearing the title, "American Traffic Solutions, INC. as agent for Customer" at U.S. Bank. All funds collected on behalf of the Customer will be deposited in this account and transferred by wire the first business day of each week to the Customer's primary deposit bank. The Customer will identify the account to receive funds wired from U.S. Bank. Customer shall sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer's financial interest in said U.S. Bank account is preserved.

1.3 ATS OPERATIONS

- 1.3.1 ATS shall provide the Customer with an optional one-time warning period up to 30 days in length for each newly installed approach.
- 1.3.2 ATS shall provide the Customer with an automated web-based citation processing system (Axisis™ VPS) including image processing, 1st notice color printing and mailing of Citation or Notice of Violation per chargeable event and a mailing of a text only reminder notice. Each Citation or Notice of Violation shall be delivered by First Class mail to the registered owner within the statutory period. Mailings to owners responding to first notices identifying drivers in affidavits of non-liability or by rental car companies are also included according to each pricing option.
- 1.3.3 Subsequent notices (such as pre-collection letters) may be delivered by First Class or other mail means for additional compensation to ATS as agreed by the parties in Schedule 1.
- 1.3.4 ATS shall apply an electronic signature to the citation when authorized to do so by an approving law enforcement officer.
- 1.3.5 ATS shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as the Customer's agent.
- 1.3.6 ATS shall seek records from out-of-state vehicle registration databases and apply records found to Axisis to issue citations for the Customer according to each pricing option.
- 1.3.7 If Customer is unable to or does not desire to integrate ATS data to its court system, ATS shall provide an on-line court processing module, which will enable the court to review cases, related images, correspondence and other related information required to adjudicate the disputed citation. The system will also enable the Court staff to accept and account for payments. Any costs charged by a third party vendor to integrate the ATS system to a court computer system shall be borne by the Customer. ATS may agree to cover these up front costs and recover the costs from the collected revenue in addition to its normal fees.
- 1.3.8 The Axisis™ VPS system, which provides the Customer with ability to run and print any and all standard system reports.
- 1.3.9 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 Axisis™ System until judicial notice is taken.
- 1.3.10 In those instances where damage to a Camera System or sensors is caused by negligence on the part of the Customer or its authorized agent(s), ATS will provide

Customer 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.

1.3.11 ATS shall provide a help line to help the Customer resolve any problems encountered regarding its Red Light Camera System and/or citation processing. The help line shall function during normal business hours.

1.3.12 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 ATS payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the court, shall be directed to and processed by ATS and communicated to the Court via the Axis VPS transfer described above.

2. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

2.2.1 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.

2.2.2 Within 7 business days of contract execution, the Customer shall provide ATS with the name and contact information for a Municipal Court manager responsible for oversight of all Court-related program requirements

2.2.3 The Customer shall make every effort to adhere to the Project Time Line to be agreed upon between the parties.

2.2.4 The Customer shall direct the Chief of Police or approved alternate execute the ATS DMV Subscriber Services Agreement (Schedule 2) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority 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.

2.2.5 The Customer and ATS shall complete the Project Business Process Work Flow design within 30 calendar days of contract signature.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.3.1 If the Customer chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.

2.3.2 Customer will design, fabricate, install and maintain red light camera warning signs. If Customer cannot provide such signage, ATS will do so and charge the costs to the client.

2.3.3 The Customer shall provide access to traffic signal phase connections according to approved design.

2.3.4 Customer shall allow ATS to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the Customer's jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. ATS may

agree to cover these up front costs and recover the costs from the collected revenue in addition to its normal fees.

2.3.5 The Customer shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall be overseen and approved by an ATS PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.

2.3.6 The Customer shall approve or reject ATS submitted plans within 7 business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed 10 business days.

2.3.7 The Customer shall not charge ATS or its subcontractor for building, constructions, street use and/or pole attachment permits.

2.4 POLICE DEPARTMENT OPERATIONS

2.4.1 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.

2.4.2 Police Department workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.

2.4.3 For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.

2.4.4 Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS.

2.5 COURT OPERATIONS – in California it is understood that the County provides Court services. ATS will work with the local court to provide the following:

2.5.1 To set up payment processing services.

2.5.2 Work with the judge or hearing officer and court facilities to schedule and hear disputed citations.

2.5.3 Provide the specific text required to be placed on the Citation notice.

2.5.4 Approve the Citation form.

2.5.5 Work with the Court on handling inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. 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.

2.5.6 Work with the court , if possible, for the handling of delinquent collections of unpaid notices.

2.5.7 Any potential, one time, direct costs to ATS to develop an interface between the Court system will be initially paid by ATS and any such costs will be reimbursed to ATS from collected revenues in addition to its normal fees.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 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.

**Exhibit B
ATS SERVICE FEE SCHEDULE**

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

Monthly Service Fee per Intersection Approach

System	
Axisis RLC-300 Red Light Camera System monitoring front and rear images up to 4 lanes, Axisis LIVE digital video system for monitoring 1 direction of travel, data entry, In State registered owner acquisition, final quality control review, access to web-based Axisis VPS for Police Review, 2 notices, 1 st notice printing in color, postage and mailing, electronic notice file transmission to court system, evidence packages for scheduled hearings.	
Monthly fee per approach	
<ol style="list-style-type: none"> 1. Conversion of approved existing Nestor sites to ATS cameras and systems.....\$5,015 2. New camera locations with ATS cameras and systems.....\$5,395 3. Additional camera system to cover over 4 lanes at a single site.....\$2,000 4. During conversion of Nestor cameras to ATS cameras, ATS will continue to support the Nestor camera systems and City will continue to pay ATS per the terms of the Agreement dated May 4, 2005, as amended. 	

Camera Site Selections

Approaches and Monthly Service Fee per Intersection Approach

APPROACH	MONTHLY FEE
1. Northbound Waterman Ave at East Hospitality (Straight/Right)	\$5,015.00
2. Southbound Waterman Ave at East Hospitality (Straight/Right/Left)	\$5,015.00
3. Northbound Waterman Ave at East Highland (Straight/Right/Left)	\$5,015.00
4. Southbound Waterman Ave at East Highland (Straight/Right/Left)	\$5,015.00
5. Eastbound Highland at North Waterman (Straight/Right/Left)	\$5,015.00
6. Westbound Highland at North Waterman (Straight/Right/Left)	\$5,015.00
7. Southbound Waterman Ave at East 30 th Street (Straight/Right)	\$5,015.00
8. Northbound Waterman Ave at East 40 th Street (Straight/Left)	\$5,015.00
9. Eastbound Highland at North Arden (Straight/Right/Left – 5 Lanes)	\$7,015.00
10. Westbound Highland at North Arden (Straight/Right/Left)	\$5,015.00
11. Northbound Mt. Vernon Ave at West 9 th Street (Straight/Right/Left)	\$5,015.00
12. Southbound Mt. Vernon Ave at West 9 th Street (Straight/Right/Left)	\$5,015.00
13. Eastbound Orange Show Rd at South Tippecanoe (Straight/Right)	\$5,015.00
14. Westbound San Bernardino Ave at South Tippecanoe (Straight/Right)	\$5,015.00
15. Eastbound Baseline Rd at North Mt Vernon Ave (Straight/Right/Left)	\$5,395.00
17. Westbound Baseline Rd at North Mt Vernon Ave (Straight/Right/Left)	\$5,395.00
18. Westbound Hallmark Pkwy at North University Pkwy (Straight/Right/Left)	\$5,395.00

Monthly Total

\$88,395.00