

EXHIBIT "G"
PAYMENTS TO CONTRACTOR AND
SERVICE LEVEL PERFORMANCE STANDARDS

5.3 Calculation Formula for Poor Performance Below the Contractor's Designated Performance Percentage: (continued)

Assume	Calculation	Penalty
1. Contractor for the month submits <u>10,000 images</u> : - 7000 are citable - 500 are deemed not citable for cause	$(7,000 + 500) / 10,000$	75%
2. Contractor has designated a <u>performance level of 90%</u> : Monthly fixed fee per approach is \$5,000		Fixed Fee of \$5,000 per approach is adjusted by 15% or reduced by \$750 = \$4,250 per month

5.3.3 Examples of images deemed not citable by HPD reviewing officers:

- lawful right or left turn on red
- funeral procession or other wave through
- directions from a peace officer or flag man
- yielding to an emergency vehicle
- governmental vehicle in an emergency response situation
- faulty signal equipment
- vehicle clearing an intersection

6. LIQUIDATED DAMAGES FOR POOR PERFORMANCE OF COLLECTIONS & PROCESSING

Contractor shall mail 90% of the approved first notices within the processing time set out in Exhibit "P", Section 1.1.2. Contractor shall mail 90% of the second notices within ten days after the expiration of the payment due date posted on the first notice in accordance with the provision set out in Exhibit "P", Section 1.1.7.

Should Contractor fail to meet the above performance levels for two consecutive months, Contractor shall be assessed 10% as liquidate damages on the next month's Processing, Collections, Administrative Costs portion of the payments to Contractor.

7. LIMIT ON PAYMENTS BY CITY FOR INTERSECTION APPROACHES, PROCESSING, PAST DUE COLLECTIONS, AND OPERATIONAL SERVICES

The City shall not pay Contractor more than 90% of the gross collections less court fees over the term of the Agreement. See below Example:

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Assume			Amounts Paid to Contractor and City			
Mo.	Collections for Month	Contractor Billings (Adds 10 additional sites every four mos.)	Initial Monthly Charges From Vendor - \$50,000 - Amount Carried Over to Apply to Future Collections (Bill-90% of collections, if applicable)	Amount Owed to Contractor	Amt Paid to Contractor (Amount owed or 90% of collections, as applicable)	Amt to City
1	\$10,000	\$50,000	\$0.00	\$50,000	\$9,000	\$1,000
2	\$60,000	\$50,000	\$41,000	\$91,000	\$54,000	\$6,000
3	\$100,000	\$50,000	\$37,000	\$87,000	\$87,000	\$13,000
4	\$200,000	\$100,000	\$0.00	\$100,000	\$100,000	\$100,000
5	\$250,000	\$100,000	\$0.00	\$100,000	\$100,000	\$150,000
6	\$175,000	\$100,000	\$0.00	\$100,000	\$100,000	\$75,000
7	\$300,000	\$150,000	\$0.00	\$150,000	\$150,000	\$150,000
8	\$300,000	\$150,000		\$150,000	\$150,000	\$150,000
9	\$400,000	\$150,000		\$150,000	\$150,000	\$250,000
10	\$500,000	\$200,000		\$200,000	\$200,000	\$300,000
11	\$600,000	\$200,000		\$200,000	\$200,000	\$400,000
12	\$700,000	\$200,000		\$200,000	\$200,000	\$500,000
Total:	\$3,595,000	\$1,500,000				\$2,095,000

8. PAYMENTS TO CONTRACTOR FOR ADDITIONAL SERVICES

All payments for the below additional services shall be paid to Contractor within Net 30 days from receipt of Contractor's properly documented invoice(s).

8.1 Dummy Sites:

The City shall pay Contractor the monthly costs for Dummy Sites at Contractor's rates shown in this exhibit below, Contractor's Fees, upon completion of each Dummy Site installation.

8.2 Public Awareness Campaign:

The City shall pay Contractor monthly for the cost for public awareness campaign costs upon receipt of applicable and appropriately documented invoices. These costs shall be reimbursed on an actual cost basis not to exceed \$120,000 per year. The annual campaign and campaign cost must be approved by the City prior to Contractor proceeding with the campaign. Contractor shall not bill the City for time spent on these services provided by their own employees. Actual costs shall not include any markup, handling or salary costs from the Contractor.

9. INSTALLED PERFORMANCE AND PRO-RATED PAYMENTS

For an installation to be chargeable in a given month, the Contractor shall warrant, in writing to the Director that it will operate continuously for a 24-hour period for at least 80% of the days in the month. Should Contractor fail to operate any of its Intersection Approach installations for 80% or more of the days in any given month, the City shall deduct 1/25th times the number of days below 80% from Contractor's fees for that Intersection Approach installation(s) as outlined in Section 10, Item 1 as liquidated damages.

For units installed and operational after the beginning of a month, charges shall be pro-rated for the days the unit(s) are in operation.

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10. CONTRACTOR'S FEES

YEARS 1 – 5	
	Number of Intersection Approaches
	1 - 50
MONTHLY FEE FOR EQUIPMENT COSTS:	
1. Equipment Costs / Camera / Month <u>Cameras, Installation, and Maintenance Cost – Fixed Fee</u>	\$1,250 Per Installation Fixed Fee
MONTHLY FEES FOR CITATIONS PROCESSING:	
2. Processing, Collections, Administrative Costs	
a. Per Installation fixed fee	\$750 Per installation
b. Per Citation Issued – Variable fee	\$2.50 for up to 750 citations \$2.25 for 751 to 1,000 citations \$2.00 for 1,001 - 1100 citations \$1.75 for 1,101 + citations Per Citation Issued
b.(1) Additional Tier if maximum cap is removed.	
OPTIONAL PRICING:	
3. Monthly Fees for Dummy Cameras:	
a. Per unit hardware cost for "Dummy Units"	\$25 Per Unit
b. Per unit installation cost for "Dummy Units"	\$10 Per Unit
c. Per unit removal cost for "Dummy Units" (for other than ending or termination of the contract).	\$10 Per Unit
4. Other Services:	
a. Maximum Annual Cost for Public Awareness and Media Campaign Services	\$120,000 Maximum Annually
b. Monthly Fee for Front Camera and Strobe for License Plates Per Installation	\$395 Per Installation
c. Delinquent Account Collections	23% of collected \$

EXHIBIT "G"
PAYMENTS TO CONTRACTOR AND
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11. CONTRACTOR FEES FOR FIVE-YEAR OPTION PERIOD:

Should the City elect to renew this contract for the five-year option period, the fees outlined in this Exhibit "G", Item 10 above shall apply with the following modifications.

Basic Pricing Model:	
1.	Equipment costs/camera/month-fixed fee \$1,250
2. Monthly Fees for citations processing	
a.	Per installation – fixed fee \$ 750 per month
b.	Per Citation issued - \$2.50 for up to 750 Citations \$2.25 for 751 to 1,000 Citations \$2.00 for 1,001 + Citations
c.	If maximum cap is removed, an additional tier is applied - \$1.75 for 1,101 + Citations

Five-Year Option Pricing:

Should the City elect to extend this Agreement for the additional five-year option period, the above pricing model shall be applicable for this five-year period with the following revisions as outlined below:

The minimum monthly fee per installation shall be \$3,000 per month.

Cost of Living Adjustment (COLA):

A COLA shall be applied to the "monthly fixed fee for citations processing" and to the "per citations issued" fee schedule. It shall also be applied to the fixed fee for equipment costs for all installations installed or moved after the beginning of the 37th month of the contract. The COLA for the fixed fee for equipment costs shall terminate at the end of the 60th month after the initial installation or moved month.

The COLA shall apply to the fixed fee for equipment costs for those installations with new equipment on the thirteenth month after installation of new equipment during the renewal term as defined in Exhibit "M".

The COLA shall be based upon the average of the final annual index of the Consumer Price Index – Urban Wage Earners and Clerical for Houston-Galveston-Brazoria and the Phoenix-Mesa, Arizona, Metropolitan Statistical area that has been published at the time the adjustment is to be made.

Upon each anniversary following the fifth anniversary, the applicable fees shall be adjusted based upon the COLA and shall be applicable for the next twelve months. Specifically, adjustments shall be made on the 73rd, 85th, 97th and 109th month of the contract. If the COLA is less than zero, then the adjustment will be zero for that year. The adjustments shall be cumulative.

The maximum annual increase shall be 4 percent (4%) annually.

EXHIBIT "H"
SYSTEM REQUIREMENTS

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EXHIBIT "H"

SYSTEM REQUIREMENTS

1. **SYSTEM AND SERVICES**

Contractor shall provide the Photo Red Light Camera Enforcement System to the City. Contractor shall provide all the Equipment, staff and services as detailed in this Agreement to deliver the System.

2. **SYSTEM REQUIREMENTS**

2.1 **Simultaneous Multi-Lane Monitoring and Detection:**

The System shall:

- Be capable of simultaneously monitoring up to four (4) lanes of traffic (including turn lanes) traveling in the same direction.
- Be capable of differentiating a long tractor-trailer from a sedan and adjusting the image capture logic to maintain imaging consistency and high license plate readability percentages.
- Be able to capture groups of vehicles that "platoon" (instances where a lead car runs the red light and a second car follows) rapidly through the Intersection while the light is emitting a steady red signal. Contractor shall ensure that violators are detected and that images are captured even when vehicles are straddling between lanes.

2.2 **Straight Through, Left Turn, Right Turn Monitoring:**

The System shall:

- Monitor four lanes simultaneously and also monitor two different signal phases: For example, for Intersections that have a single or dual left turn controlled by a left turn arrow and straight through/right turn lanes on a solid green signal ball, the System shall be able to enforce both at the same time. Right-hand turns on red shall be determined as a Violation in accordance with the City Code, Chapter 45, Article XIX.
- Be designed with deployment flexibility that will enable the camera to be mounted on an existing City pole if available or in a separate location from the controller and at a variety of distances and heights from the Violation line. Should there be obstructions on one side of the road the System shall be able to be installed in a raised median, on a different pole or higher on a pole, on a mast arm, or any combination to obtain the best results for the City.
- Be able to adjust to even the most demanding and challenging Intersection, increasing flexibility to monitor all Intersections and Approaches that the City wishes to enforce.

EXHIBIT "H"

SYSTEM REQUIREMENTS

2. SYSTEM REQUIREMENTS

2.3 Plate Blocker Defense System:

The System shall provide a plate blocker defense system to guard against the possible proliferation of plate covers or "anti-red light camera products" that may negatively impact the System. This plate blocker defense system shall reduce the effects of license plate covers and blockers.

2.4 Nighttime Images and Varying Weather Conditions:

The System shall provide the necessary lighting to capture clear, nighttime images without the damaging effects of license plate bloom. The System shall also be capable of recording Violations at all times of day or night and during varying weather conditions.

Contractor shall provide supplemental roadway lighting, when required (such as at night), that shall be short duration flash. This short duration flash shall ensure that it will not startle or blind motorists.

2.5 City-Specified Minimum Speed and Time Delay Requirements:

The System shall record red light Violations with City-specified minimum speed and time delay requirements - either of these may be zero. When the traffic signal turns red the System's camera system shall analyze sensor inputs to identify potential Violations.

After a variable time delay, the camera shall be triggered if certain conditions are met by a vehicle passing through the sensor array after the signal has turned red. The cameras shall not capture images of those who enter Intersections when the signal is yellow. Common grace period settings (camera trigger delay after the light turns red) may range from one to three tenths of a second. The City shall determine this setting.

2.6 System Security:

2.6.1. Log of all System Events

The System shall maintain a secure and complete log of all System events, including every change of status and user intervention of any type or security level. All access logs shall be written to a log server that shall be on a private network segment and shall be accessible by authorized systems and users only. The host log file for each Violation shall not be capable of being edited or erased.

Security access levels shall be user specified and multi-level. All failed attempts to log in shall be recorded. Events are to be time-stamped to the nearest millisecond by a PC clock calibrated daily. The System shall email security administrators if a trigger is detected. The logs shall be archived on the server and kept for twelve (12) months or in accordance with State of Texas Retention laws, whichever is longer. All systems shall use Network Time protocol to synchronize to public time clocks.

EXHIBIT "H" SYSTEM REQUIREMENTS

2. SYSTEM REQUIREMENTS

2.6 System Security:

2.6.2 System Security and Disaster Recovery

2.6.2.1 Chain of Custody

Contractor shall maintain a chain of custody for all documents relating to the operation of the City's program. This shall include secure record keeping and evidence storage procedures.

All Violation data shall be secured from its point of capture until final disposition. Contractor's defined Chain of Custody Process is shown in Exhibit "N". Contractor's Chain of Custody Process shall ensure the data is secure, original and unaltered. Contractor shall transfer the data using Triple DES Encryption over a Virtual Private Network (VPN) Tunnel or equal and as approved by the Director between the camera site and its secure data center in Contractor's designated City approved location.

2.6.2.2 Data Security Infrastructure

Contractor shall ensure that all customer data, programs, tools, databases and back-end systems are secured behind robust firewalls, making these systems secure from intrusion.

2.6.2.3 Network Transmission / Communications Failure

Contractor shall transfer video streams and Intersection data shall be transmitted securely from the Intersection to the processing facility in near real time without human intervention. In the event of transmission or communications failure, the Intersection equipment shall be capable of storing at least a full day's complete Violation records; in such case, the data shall be retrieved daily, by linking to a portable computer at the roadside.

Contractor shall collect images using a dedicated high-speed telecommunications line to each red light camera. Images shall be transmitted from the camera to the collection point through an encrypted VPN tunnel secured by a firewall, switching and routing gear.

EXHIBIT "H" SYSTEM REQUIREMENTS

2. SYSTEM REQUIREMENTS

2.6 System Security:

2.6.2 System Security and Disaster Recovery (continued)

2.6.2.4 Unauthorized Intrusion:

Contractor shall ensure that websites, data links, and all data are protected from unwanted intrusion and manipulation from unauthorized persons. Contractor shall perform backup operations, provide disaster recovery services and keep information available and intact 24 hours a day, 7 days a week, and 365 days a year, except for scheduled outages. Contractor shall follow the steps below to undertake recovery from such attack(s), in terms of restoring daily operations; restoring customer confidence, especially if given wrong information; and ensuring validity of evidence for hearings. Contractor shall continually test for...

- Hardware failure
- Natural disasters
- Power disruption
- Human failures
- Outside attacks
- Internal attacks
- Physical security

2.6.2.5 Incident Response Plan

In the event of a security breach, Contractor shall perform the following incident response plan.

- Take necessary steps to contain and control the systems affected by the breach and conduct a preliminary internal assessment of the scope of the breach. Preserve all logs, make backup copies of damaged or altered files, identify network location of affected system or systems, and identify all systems and agencies that connect to the affected system.
- All known or suspected vulnerabilities must be communicated expeditiously and confidentially to the Contractor's Information Security Manager by physical meeting or telephone only. The Information Security Manager will contact other members of the security enforcement team. Unauthorized disclosures of Contractor or client information shall be reported to the involved information owners. Reporting security violations, problems, or vulnerabilities to any party outside Contractor (except external auditors) without the prior written approval of the Contractor's Legal Department shall be strictly prohibited.
- If it is believed that the incident may involve illegal activities, Contractor shall immediately report it to proper authorities.
- All security breaches shall be reported to HPD.

EXHIBIT "H" SYSTEM REQUIREMENTS

2. SYSTEM REQUIREMENTS

2.6 System Security:

2.6.2 System Security and Disaster Recovery (continued)

2.6.2.6 Archiving, Data Security, Record and Image Retention

Contractor's storage processes of all Citation and Notice of Violation images shall be in compliance with State of Texas Retention laws, be transferable to a CD format or equivalent, and shall be accessible upon request by the Director or an authorized representative.

Contractor's violation data and image retention shall be a City-defined requirement. Violation images shall be retained 30 (thirty) days after final disposition. Once this time period has expired (per Violation), the individual images shall be archived, removed and stored from Contractor's live system in accordance with State of Texas Retention laws. Contractor's System shall allow for the number of days to be configured per the City's requirement.

In the event of a network communication failure, the camera units shall have the ability to store Violation images and data for more than one week locally. In the event of an extended network outage the data shall be physically collected daily by Contractor's field technicians, if necessary. Contractor's live video system shall be able to record and save live video streams for up to 270 days or in accordance with State of Texas Retention laws, whichever is longer.

2.6.2.7 Rejected Violations

Typically, rejected Violations shall be removed from the database within a day of rejection. However, these images and data will also be retained for a configurable number of days (from the 'rejection' disposition date). Once this time period has expired (per Violation) the individual images shall be archived and removed from the live System (instead of being purged).

All Violation data shall be stored on/protected by Contractor's EMC Clarion Disk Array, *or approved equal and approved by the Director.* Built-in disk array redundancy shall allow for disk failure without data loss. The EMC array shall also provide other redundancy-related features that will allow for component failure without loss of service.

EXHIBIT "H"

SYSTEM REQUIREMENTS

2. SYSTEM REQUIREMENTS

2.6 System Security:

2.6.2 System Security and Disaster Recovery (continued)

2.6.2.8 Database Storage and Backup Process:

All Violation data shall be stored within an Oracle database. To further protect all Violation data, magnetic tape shall be utilized. All Violation data will be backed up on a daily basis to Contractor's LT02-based tape library (ADIC Scalar i2000), or Director-approved equal. In addition to local storage, special 'off-site' backup tapes shall be produced on a weekly basis and shall be taken off-site for additional protection. Tape backup schedules shall be City-defined, so modifications to the aforementioned process may be modified to fit the City's needs.

2.6.2.9 Electronic Interface with DMV

Contractor shall electronically interface with the Department of Motor Vehicles (DMV) to determine and/or verify each violator's information and address. All DMV data shall be obtained automatically and without manual intervention by Contractor's staff or City officials. This shall be accomplished as quickly as possible to support issuing Citations promptly and within the agreed upon timeframe.

Contractor shall obtain in-state DMV data directly from the State of Texas. In addition to in-state data, Contractor shall obtain data from as many out-of-state or Canadian provincial DMV's as are available to Contractor through direct means or third parties at no additional cost to the City.

2.6.2.10 Vehicles Reported Stolen

Contractor shall maintain an updated database of vehicles reported stolen. These updates shall be provided by HPD's Technology Services Division via FTP, CD, e-mail, or any other mutually agreed upon media. Contractor shall remove from the workflow all events wherein vehicles are identified on this list and record these events on an exception report. The Contractor shall not submit these events for police review and/or issue citations/warnings to the registered owners.

2.6.3 Secure Website for Violator's Use

Contractor shall make Citations available for viewing to violators via a secure web site maintained by Contractor. Violators may login to Contractor's website and view their Violation images, view associated video, pay the fine, or request a hearing. The web site established for this service shall be secured to prevent and prohibit unauthorized access to the Violation database.

EXHIBIT "H"

SYSTEM REQUIREMENTS

3. MAINTENANCE AND REPAIRS:

3.1 Scheduled Maintenance:

The Contractor shall perform scheduled maintenance on the System not less than once each month, and Contractor's staff shall certify all System's testing. All reports detailing such testing, maintenance and repair must be maintained by Contractor and made available to the City upon request. The Contractor shall notify the Signal Engineering & Operations Section, Public Works and Engineering Department by fax listing location(s) and activities to 713-881-3171 prior to visiting any Approach locations.

3.2 Remote Monitoring:

The System shall be capable of continuous remote monitoring to determine proper operation. Contractor shall perform remote status checks and camera monitoring at least twice daily. The System must automatically notify appropriate personnel of any System failure or other problem that would cause the System to be inoperable. The following is a list of conditions that Contractor shall monitor:

- Internet Connection Status
- System Controller Status
- Violation Count
- System Storage Remaining
- Violation Transfer Queue
- Camera Status
- Camera Controller Status
- Camera Exposure Settings
- Camera Storage Remaining
- Lane Sensor Status

The Contractor shall respond and repair any report of a malfunctioning system within 24-hours of receiving notice. No existing traffic signal systems telemetry shall be used for conveyance of any system information, reports, or failure notification.

EXHIBIT "H"

SYSTEM REQUIREMENTS

3. MAINTENANCE AND REPAIRS:

3.3 Field Staff Monitoring:

3.3.1 Daily Maintenance

On a daily basis, Contractor shall perform a series of image quality audits from every deployed camera. Contractor's maintenance and service staff shall be fully trained to maintain the highest standards of quality control, which shall include daily spot review of images from every camera site, before the images are even reviewed by Contractor's back office processing team, and any camera faults including focus or setup problems. Contractor's staff shall be trained to act immediately to correct deficiencies that may compromise contracted service levels or internal quality control standards.

3.3.2 Local Maintenance

Contractor shall provide local maintenance that shall include flow-down service level requirements to ensure rapid response and correction of any equipment related issue within or even before twenty-four hours. The Contractor shall furnish the City with a maintenance services telephone number for the purpose of forwarding malfunction calls (311).

3.4 Stock Spare Equipment / Replacement Equipment:

Contractor shall stock spare equipment to ensure that each camera system operates well within the contract-mandated parameters. Contractor shall also implement a proactive preventive maintenance plan by swapping complete camera systems with previously maintained and inspected camera systems throughout the course of the maintenance routine on an as-needed basis. Contractor shall obtain the Director's approval for any equipment changes at any intersection approach.

4. ON-SITE INSPECTIONS

Contractor shall permit on-site inspections of property, personnel, financial and other records and reports that may be required by the City. Complete Violation and citation records shall be made available for HPD and/or court review. These records shall also be capable of being exported for display.

EXHIBIT "I"

VIOLATION PROCESSING

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5/18/2006

EXHIBIT "I"
VIOLATION PROCESSING

1. VIOLATION IMAGES/VIDEO PROVIDED TO THE CITY:

1.1 Images and Recorded Video:

Contractor shall provide to reviewing HPD police officers a minimum of two (2) single high-resolution images of rear license plates of the violating vehicle and at least ten seconds of recorded video of the Violation that shall contain all of the information needed to prosecute a violator.

1.2 Magnified License Plate Crop:

In addition, Contractor shall provide one magnified license plate crop from one of the two images for easy viewing. The license plate crop shall be a close-up view of one of the two original single Violation images.

1.3 Data Recorded on System Images:

Each camera owned by Contractor shall record the date and time of day for each image that is captured. In addition to the date and time data, the System shall also record:

- the speed of vehicle
- time the light has been red
- posted speed
- location identifier
- lane number
- amber phase time
- amount of time elapsed between photographs

1.4 Violation Video Services:

Contractor shall provide, in addition to the high resolution still images, a video system that shall capture and store separate video "clips" of the Violation event, showing the scene and key Violation data. This video clip shall be securely transmitted to Contractor's data center along with the two still Violation images.

This Violation video clip can be configured to capture continuous video, 24 hours per day that may be stored locally at the intersection on an industry standard ultra-large capacity hard drive for up to 270 days or in accordance with State of Texas Retention laws, whichever is longer. These recorded video segments may be accessed and downloaded by any authorized ATS user via the Internet.

EXHIBIT "I"
VIOLATION PROCESSING

1. VIOLATION IMAGES/VIDEO PROVIDED TO THE CITY:

1.4 Violation Video Services: (continued)

Violation video clip features shall include:

- Monitors up to 4 lanes of traffic (including turn lanes) traveling in the same direction.
- Right turn on red Violations
- Adjustable recording speed
- Saves digital video data for nearly 1 year
- Traffic flow and pattern evaluation for DOT's
- Records the action of any violating vehicle and all relevant circumstances
- Easy Internet access by court and police for review

1.5 Full Motion Video System:

Contractor shall provide a full motion video system with the capabilities for pause and slow frame advance/rewind. Contractor shall also provide high resolution still camera images with image magnification ability. The full motion video system shall provide at least ten (10) seconds of full-motion video imaging of each Violation. At least three (3) frames of color images shall be printed on the Violation notice, one showing the vehicle prior to entering the intersection with the signal red from the drivers view and a second showing the vehicle in the intersection with the signal light still red.

1.6 Magnification Ability of All System Image Types:

The System shall have the ability to magnify all still images that are provided for HPD review.

1.7 Transmission of Images:

Under normal operation, Violation images shall be transmitted electronically, on a daily basis to the police officers' workstations. These Violation images shall be transmitted in a queued workflow method. Once transmitted and verified, the Violation recorded shall be automatically removed from the roadside and sent to a central processing facility where Violation records are received.

Contractor shall provide software that will enable reviewing HPD police officers to verify, select, and approve or disapprove the image.

If requested by the City, Contractor shall transfer all Notice of Violation information and images to the Houston's Municipal Court's Record Management System.

EXHIBIT "I"

VIOLATION PROCESSING

2. VIOLATION IMAGE PROCESSING:

2. VIOLATION IMAGE APPROVAL PROCESS:

Contractor shall make Citations available on-line for HPD police officers' approval at locations to be designated by the Director.

2.1 Workstations for Police Officers:

At no additional cost Contractor shall provide four (4) workstations complete with software and hardware (CPU, monitor 19-inch or larger, and at least two printers) to HPD for police review of Violation images. These units shall be owned and maintained by Contractor. Contractor shall provide first level service and support and respond to service, repair, maintenance and replacement of malfunctioning equipment.

These workstations shall be provided and installed to HPD ten calendar days from the date of the first City approved construction permit.

2.2 Quality-Control System:

Contractor shall have a quality control system in place to verify that all required Violation evidence as detailed in (1) above is assimilated prior to being submitted to police officers for approval.

2.3 Batch Workflow of Images:

Contractor shall provide these images in a batch workflow method as determined by HPD for intersections assigned to each of the four assigned workstations. When the police officer opens up the workflow screen, he/she will only see those images for those assigned Intersections.

2.4 Approval Process - Selection Features:

Contractor shall provide selection features (such as drop-down menus) as determined by HPD for use by the police officers during the approval process. These features shall allow statistical information to be downloaded into special reports to be determined by HPD.

2.5 High-Speed Internet Web Access:

Contractor shall provide, at no additional charge, a high-speed Internet web access to its server to ensure the fastest possible Violation approval process.

EXHIBIT "J"

REPORTS

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EXHIBIT "J"

REPORTS

Contractor shall furnish reports to the Director via email or directly through the web interface.

1. OPERATIONAL, STATISTICAL AND FINANCIAL REPORTS

1.1 Automated Enforcement Operations:

Contractor shall provide monthly reports to the Director detailing automated enforcement operations, including but not limited to the following:

- Violation Records
- Detailed Phone Customer Assistance
- Appointments Scheduled/Held
- Citation Status/Dispositions
- Equipment Hours of Operation
- System Reliability/Operations
- Performance Data

1.2 Statistical Reports:

Contractor shall provide monthly reports to the Director detailing statistical data, including but not limited to the following:

- Total number of recorded events detected
- Total number of Citations issued
- Total number of prosecutable image rate by location and in total
- Total number of recorded violations that occurred and the percentages of total vehicle traffic per lane
- The total number of percentage of rejected images by reason (broken down into controllable and uncontrollable reasons). The sum of all events shall include the exceptions listed below.

Contractor's Controllable Exceptions:

False camera triggers
Dark or improperly illuminated images
Washed out license plates / reflective sheeting
Out of focus / unreadable license plate images
Vehicles out of position in the first or second images
Images with unmatched Violation event data
Improper red time delay
Green light in second image
Too old to issue notice (legal time expired)
Wrong license plate entered
Red light not visible in frame

Contractor's Uncontrollable Exceptions:

Missing license plate
Obstructed license plate
Temporary / Paper / Dealer Plate
Unenforceable license plate –law enforcement or emergency vehicle
Funeral procession or other wave through
No DMV record found
Lawful right or left turn on red after stop
Directions from peace officer or flag man
Faulty signal equipment
Vehicle clearing an intersection
License plates with plate blockers
Police waiver of enforceable right or left turn on red
Other event types identified and approved by the Director

EXHIBIT "J"

REPORTS

1. OPERATIONAL, STATISTICAL AND FINANCIAL REPORTS

1.3 Financial Reports:

Contractor shall provide financial reports that provide the following information in a format that meets the needs of the City.

- Monthly and Fiscal YTD Collections & Gross Revenues by category, i.e., (citation, late fee, etc.)
- Aged Accounts Receivable with detailed information showing dollar amounts for 30, 60, 90, 120 and 180 days outstanding and number of accounts in each
- Lists of credits and adjustments by account, summary reports by type of adjustments and the value of the adjustments.
- Monthly billing information of citations indicating original billing information, rebilling information to new violator, adjusted billings, and collection notices.
- Monthly and YTD collections information of past due accounts

2. STANDARD REPORTS

Contractor's System shall furnish the City with the following standard reports upon the Director's request. These reports shall provide the City with long-term analysis data of Violations and Violation trends. These reports shall be grouped by types: Statistical, Financial and Operational.

2.1 Program Statistics Report:

This report is an executive level management report summarizing the monthly historical program results on one page. The report shall provide a breakdown of all Notices of Violation issued for each month of the selected year. The notice(s) shall first be reported by the issuance date then by the Violation date. Each of the two sections shall include the number of notices issued (actionable Violations), the number of exceptions (un-actionable Violations) and the number of total events. In addition, the average number of notices, exceptions and total events by location by Violation date, the adjudication results, and the fee(s) received shall also be included.

This report can be expanded to differentiate between the speed and red light Violation notices. The performance figures can reflect a range of film, video and new color digital camera systems.

2.2 Location Performance Summary Report:

This report shall provide a count, by camera location, of the total number of Violation events for the date range selected. It shall also include the total number of Violation exceptions (or, un-enforced Violations) and shall further break this figure down into those that impact camera performance (performance exceptions) and those that do not (exception exceptions).

EXHIBIT "J"

REPORTS

2. STANDARD REPORTS (continued)

2.3 Location Performance Detail Report:

This report shall provide further analysis of each camera location by listing specific Violation exception reasons (reasons that the Violations were deemed unenforceable) for the date range selected. The reasons shall be grouped by those that impact camera performance (performance flag is set) and those that do not.

2.4 Location Reject Statistics Report:

This report shall provide summary and detail level exceptions (reject reasons) for a grouping of camera locations. The grouping of camera locations is configurable.

2.5 NOL/Citation Monthly Aging Report:

This report shall show for each camera location the disposition of all Notices of Violation for the months selected. It shall include, for example, how many notices were paid before the second (late) notices were issued. This report can be expanded to include other dispositions, such as complaints filed or for whom personal service has to be initiated.

2.6 Daily User Activity Report:

This report is a management report providing daily operational statistics at an individual user level for work performed on the Violation workflow processing steps. It includes the login time, the logoff time and the various back-office operational activities performed throughout the day.

2.7 Queue Graph Report:

This report is a management report that provides the current number of Violations waiting at each manual and automated Violation workflow step. This report helps determine where operation support is needed in order to process the Violations in a timely manner.

3. CUSTOMIZED REPORTS

Contractor shall work closely with the Director to determine the exact data elements and requirements for each of the reports types listed above. Contractor shall have the capability to create customized reports to meet the needs of the Director and capture the data elements and information that the City requires.

The Director shall identify employees that shall receive certain reports only by email and which City employees shall have direct access to Contractor's report system.

EXHIBIT "K"

KEY PERSONNEL

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5/18/2006

EXHIBIT "K"

CONTRACTOR'S KEY PERSONNEL

Contractor shall submit to the Director for approval the names and resumes of all key personnel for the below listed functions responsible for executing the requirements of this Agreement.

In addition, Contractor shall provide the Director the latest contact information for the listed individuals. The contact information should include address, phone number, e-mail address, and twenty-four hour contact number (if applicable).

Project Director of Executive
Project Manager
Local Project Manager – Person who will oversee the daily operations related to the Houston Agreement.
Public Relations & Communications Manager
Customer Service Manager
Collections and Violation Processing Manager
Business Process Design & Quality Control

EXHIBIT "L"

INTENTIONALLY DELETED