THIS PRINT COVERS CALENDAR ITEM NO.: 13

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

DIVISION: Streets

BRIEF DESCRIPTION:
To approve Contract No. SFMTA-2024-62-LOC with Verra Mobility for the implementation and operation of an Automated Speed Enforcement Pilot Program, through a Design-Build-Operate-Maintain delivery model, for a total contract amount of not-to-exceed $7,425,000 and a term of six years.

SUMMARY:
- Assembly Bill 645 (AB 645) authorizes the City and County of San Francisco to implement an Automated Speed Enforcement (ASE) Pilot Program (the Project) for a period of five years at 33 sites throughout the City.
- The SFMTA is committed to implementing the Project as quickly as possible to begin the use of this potentially life-saving technology.
- In March 2024, the San Francisco Board of Supervisors approved Ordinance No. 74-24, waiving certain requirements under Chapters 6 and 21 of the Administrative Code to enable a procurement process for Design-Build-Operate-Maintain (DBOM) and related services for the implementation, operation and maintenance of the ASE Program.
- On May 31, 2024 the SFMTA issued RFP No. SFMTA-2024-62-LOC Request for Qualifications/Request for Proposals for DBOM Services for the Project, and received three proposals.
- Following an evaluation process, Verra Mobility was selected to be the highest ranked firm for award, with a contract amount of not-to-exceed $7,425,000 and a six-year term.
- The Planning Department has found the Project is exempt from the California Environmental Quality Act (CEQA).
- The proposed SFMTA Board action constitutes the Approval Action as defined by the SF Administrative Code Chapter 31.
- Staff recommends the approval the DBOM contract with Verra Mobility to assist the SFMTA in the implementation and operation of the Project.

ENCLOSURES:
1. SFMTAB Resolution
2. Ordinance No. 74-24
3. Contract Agreement

APPROVALS:	DATE
DIRECTOR	October 9, 2024
SECRETARY	October 9, 2024

ASSIGNED SFMTAB CALENDAR DATE: October 15, 2024

PURPOSE

To approve Contract No. SFMTA-2024-62-LOC with Verra Mobility for the implementation of an Automated Speed Enforcement Pilot Program, through a Design-Build-Operate-Maintain delivery model, for a total contract amount of not-to-exceed $7,425,000 and a term of six years.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This item will support the following goals and objectives of the SFMTA Strategic Plan:

Goal 1: Identify and reduce disproportionate outcomes and resolve past harm towards marginalized communities.
Goal 4: Make streets safer for everyone.
Goal 8: Deliver quality projects on-time and on-budget.
Goal 10: Position the agency for financial success.

This item will support the following Transit First Policy Principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.

10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

DESCRIPTION

Project Background

On October 13, 2023, the State Legislature enacted Assembly Bill 645 (AB 645) authorizing six jurisdictions, including the City and County of San Francisco, to implement an Automated Speed Enforcement Pilot Program (the Project). The Project involves the use of automated speed-limit enforcement cameras (ASE Systems) to improve road safety and is authorized to be operational for five years or until January 1, 2032, whichever comes first. San Francisco actively supported AB-645 throughout the legislative process.

ASE Systems have demonstrated high effectiveness in detecting speed violations and the California State Transportation Agency and the National Transportation Safety Board have acknowledged the effectiveness of this technology in reducing speeding and enhancing road safety. The National Highway Traffic Safety Administration has awarded automated speed enforcement technology its maximum 5-star effectiveness rating for its significant impact on traffic safety. When combined with educational initiatives and traffic engineering, the Project can significantly reduce speeding, improve traffic safety, and thereby prevent traffic-related fatalities and injuries, including those involving roadway workers. ASE Systems in other states have successfully reduced speeding and improved traffic safety.

The implementation of the Project advances equitable traffic enforcement. It ensures more predictable and effective speeding control and, when broadly implemented, helps change driver behavior. Enforcing speed limits using ASE Systems on streets where speeding drivers create dangerous roadway environments is a reliable and cost-effective method to prevent further fatalities and injuries.

The SFMTA is committed to implementing the Project as quickly as possible, aiming to be the first jurisdiction in California to begin the use of this life-saving technology. As such, the San Francisco Board of Supervisors approved Ordinance No. 74-24, which waived certain requirements under Chapters 6 and 21 of the Administrative Code to enable a faster and simpler contracting process for this Project through a Design-Build-Operate-Maintain (DBOM) delivery model.

Project Objectives

The SFMTA's objectives for the Project are as follows:
- Design install and maintain 33 ASE Systems on High-Injury Network streets where data indicates outlier speeding is a significant issue.
- Create an equitable program that slows vehicle speeds and improves safety in the City.
- Collect data and evaluate the impact of ASE Systems to inform further legislation at the state level.

Procurement Process for the ASE Pilot Program

The SFMTA issued a request for proposals (RFP) on May 31, 2024, requesting proposals from firms to provide services for the design, installation, maintenance, and operation of an ASE Program capable of detecting and recording speeding violations at 33 locations in compliance with AB 645. The scope of work included both roadside equipment (the design, installation, maintenance and repair of cameras at 33 locations) and professional services to manage the entire life cycle of violations (review, processing, reproduction and mailing of Notices of Violation, and fee collection services).

Pursuant to AB 645, the operations period of each ASE System cannot exceed five years. The six-year term of the Contract includes the implementation period, the operation and maintenance period of five years, and "wind down services" to allow for the removal of the ASE cameras and continued citation processing services for the remaining citations through the expiration of the Contract term.

The SFMTA received proposals on July 22, 2024 from three firms: American Traffic Solutions, Inc dba Verra Mobility, Modaxo Traffic Management USA dba Elovate, and NovoaGlobal, Inc. A 5-member selection committee consisting of staff from the SFMTA, SFPUC and SFCTA evaluated the written proposals and interviewed the three firms. After the evaluation process, American Traffic Solutions, Inc. dba Verra Mobility was selected to be the highest-ranking firm to proceed to negotiations with SFMTA.

A summary of ranking is reflected in the below table:

	Written Proposal	Oral Interview/ Product Demonstration	Cost Proposal (Proposed Monthly Cost)
American Traffic Solutions, Inc dba Verra Mobility	1*	1*	1* ($123,750.00)
Modaxo Traffic Management USA dba Elovate	2	3	3 ($202,125.00)
NovoaGlobal, Inc	3	2	2 ($196,350.00)

denotes highest ranking

During the procurement process, the SFMTA requested any objections to the terms of the Contract from the proposers, and incorporated some of the requested changes to the Contract as an addendum to the RFP, prior to receiving the proposals. The modified terms included: (i) certain requested clarifications; (ii) without effecting the City's ownership of the data generated by the ASE Program, the Contract includes an acknowledgement that the software for the ASE System and Citation Processing Management System is proprietary to the contractor (Section 4.1.4-4.1.7); (iii) without limiting the City's rights to indemnification by the contractor, the Contract includes a six-month monthly fee limit on a refund in favor of the City if the Contractor includes infringing software in the ASE Systems (Section 5.2.2); (iv) a provision limiting the contractor's liability to the Contract's not-to-exceed amount, with specified exceptions for the contractor's gross negligence, reckless conduct, willful acts or omissions, indemnification obligations, obligations that fall within the insurance coverages required under the Contract, statutory damages, fines, penalties, punitive damages, attorneys fees and costs claimed by third parties, personal injuries including wrongful death, violation of environmental regulations and laws, and damages / liability for infringement for any copy right, patent or other intellectual property right (Section 6.3); and (v) a 60-day notice period for the City to terminate the Contract for convenience, with a provision that allows the contractor to recover direct costs if the City terminates the contract for convenience within two years of the implementation of the ASE Systems, and a 30-day cure period for a termination for default (Article 8). After issuing a notice of intent to award the Contract, the SFMTA conducted negotiations with Verra Mobility on September 9, 2024 and reached agreement on contractual terms for Contract No. SFMTA-2024-62-LOC.

STAKEHOLDER ENGAGEMENT

AB 645 states that stakeholder engagement should include working collaboratively with "relevant local stakeholder organizations, including racial equity, privacy protection, and economic justice groups." Over the past year, SFMTA staff has met with dozens of area stakeholders representing these interests and overall transportation safety in San Francisco.

Much of the feedback gathered from these stakeholder organizations has informed policies related to data privacy, fee structures, and engagement with law enforcement. Specifically, the transportation safety advocacy organizations emphasized the importance of implementing the program as quickly and efficiently as possible. For many transportation advocates, ASE cameras are a long-awaited transportation safety tool that should be implemented without delay in order to save as many lives as possible.

The SFMTA Board of Directors has provided feedback on the ASE Program at various points throughout the past year: a project introduction was presented on November 28, 2023, a data collection update was presented on March 19, 2024, and the camera locations were approved on April 16, 2024. SFMTA staff has also presented information on the program at dozens of public hearings in the past year, including at the SFCTA Board, the Citizens' Advisory Council, and the SFMTA Vision Zero Committee. SFMTA staff have attended over twenty community meetings to provide information on the program. Throughout the past year, feedback on the ASE Program and the 33 camera locations has been strongly supportive.

ALTERNATIVES CONSIDERED

An alternative to approving this contract is to not award the contract at this time. Staff does not recommend this alternative, as ASE cameras are a proven tool to reduce speeds and reduce the rates of speed-related injuries and fatalities where implemented. ASE cameras are a critical component to San Francisco's Vision Zero Policy, and their quick implementation is of crucial importance to public safety.

FUNDING IMPACT

The ASE Pilot Program is expected to be cost-neutral or provide a new source of revenue for the Agency.

The contract value is based on a flat monthly fee of $3,750 per ASE System location. With 33 ASE Systems in operation over a five-year pilot period, the total contract value is $7,425,000 (33 ASE Systems at $3,750 per month over 60 months). This monthly fee is fixed and begins when the cameras are operational. No payments will be issued during the design, implementation, and testing period. The contract will be funded by the Streets Division operating budget. The Contract provides for a set monthly fee for camera operations, inclusive of roadside equipment and professional services.

Staff anticipates that the collection of civil penalties from the citations will offset the costs of this Contract. While predicting revenue from the ASE Program is difficult due to the issuance of no-fee warning violations and reduced fees for lower-income individuals, the ASE Program is expected to generate a minimum of $2 million per year. As per AB-645, additional revenues collected beyond cost recovery of the speed camera program will be directed towards street safety capital investments related to traffic calming.

ENVIRONMENTAL REVIEW

On August 20, 2024, the Planning Department determined that the Project is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) minor alterations of existing highways and streets, sidewalks, gutter, bicycle and pedestrian trails, and similar facilities.

The proposed SFMTA Board action constitutes the Approval Action as defined by the SF Administrative Code Chapter 31.

A copy of the CEQA determination is on file with the Secretary of the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney's Office has reviewed this calendar item.

The Civil Service Commission (CSC) will review this project's Personal Service Contract on October 7. That approval must be secured before the contract is ratified.

The Contract Compliance Office has reviewed this calendar item

RECOMMENDATION

Staff recommends the approval of Contract No. SFMTA-2024-62-LOC with Verra Mobility for the implementation and operation of an Automated Speed Enforcement Pilot Program, through a Design-Build-Operate-Maintain delivery model, for a total contract amount of not-to-exceed $7,425,000 and a term of six years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Assembly Bill 645 (AB 645) authorizes the City and County of San Francisco to implement an Automated Speed Enforcement (ASE) Pilot Program (the Project) for a period of five years at 33 sites throughout the City; and,

WHEREAS, The SFMTA is committed to implementing the Project as quickly as possible to begin the use of this potentially life-saving technology; and,

WHEREAS, In March 2024, the San Francisco Board of Supervisors approved Ordinance No. 74-24, waiving certain requirements under Chapters 6 and 21 of the Administrative Code to enable a procurement process for Design-Build-Operate-Maintain (DBOM) and related services for the implementation, operation and maintenance of the ASE Program.

WHEREAS, The SFMTA issued Request for Qualifications / Request for Proposals No. SFMTA-2024-62-LOC for DBOM Services for the ASE Program, and received three proposals; and,

WHEREAS, Following an evaluation process, Verra Mobility was selected to be the highest ranked firm for award, with a contract amount of not-to-exceed $7,425,000 and a term of six years; and,

WHEREAS, On August 20, 2024, the Planning Department determined that the Project is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) minor alterations of existing highways and streets, sidewalks, gutter, bicycle and pedestrian trails, and similar facilities; and,

WHEREAS, The proposed SFMTA Board action constitutes the Approval Action as defined by the SF Administrative Code Chapter 31; and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary of the SFMTA Board of Directors and is incorporated herein by reference; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves Contract No. SFMTA-2024-62-LOC with Verra Mobility for the implementation and operation of an Automated Speed Enforcement Pilot Program, through a Design-Build-Operate-Maintain delivery model, for a total contract amount of not-to-exceed $7,425,000 and a term of six years.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of October 15, 2024.

_____
Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

1   [Administrative Code Waivers - SFMTA Contract for Automated Speed Enforcement System -
    Design-Build-Operate-Maintain Delivery Model]

2   **Ordinance waiving certain contracting requirements under Chapters 6 and 21 of the**

3   **Administrative Code and authorizing the San Francisco Municipal Transportation**

4   **Agency (SFMTA) to procure design, construction, operation, maintenance, and related**

5   **services to implement an automated speed enforcement system utilizing a design-**

6   **build-operate-maintain delivery model, but requiring payment of prevailing wages, and**

7   **permitting a best-value selection of the contractor.**

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10   NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
                      Additions to Codes are in _single-underline italics Times New Roman font._

11   **Deletions to Codes** are in ~~_strikethrough italics Times New Roman font_~~.
                      Board amendment additions are in <u>double-underlined Arial font</u>.

12   **Board amendment deletions** are in ~~strikethrough Arial font~~.
                      Asterisks (*   *   *) indicate the omission of unchanged Code

13   subsections or parts of tables.

14
    Be it ordained by the People of the City and County of San Francisco:

15 Section 1. General Background and Findings.

16   (a) In October 2023, the State of California enacted Assembly Bill 645 ("AB 645"),

17 authorizing six jurisdictions, including the City and County of San Francisco ("City"), to

18 implement an automated speed enforcement system pilot program ("Pilot Program"). The

19 Pilot Program involves the use of automated speed-limit enforcement cameras ("ASE

20 Systems") to improve road safety and is authorized to be operational for five years or until

21 January 1, 2032, whichever comes first. The City actively supported AB 645 throughout the

22 legislative process.

23   (b) Excessive speed is a major contributor to traffic collisions that result in fatalities or

24 injuries. To meet its Vision Zero goals, the San Francisco Municipal Transportation Agency

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("SFMTA") recognizes the critical importance of traffic speed enforcement to reduce traffic collisions.

(c) ASE Systems have demonstrated high effectiveness in detecting speed violations. The California State Transportation Agency and the National Transportation Safety Board have acknowledged the effectiveness of ASE Systems in reducing speeding and enhancing road safety. The National Highway Traffic Safety Administration has awarded automated speed enforcement technology its maximum 5-star effectiveness rating for its significant impact on traffic safety. When combined with educational initiatives and traffic engineering, ASE Systems can significantly reduce speeding, improve traffic safety, and thereby prevent traffic-related fatalities and injuries, including those involving roadway workers. ASE Systems in other states have successfully reduced speeding and improved traffic safety.

(d) The implementation of ASE Systems advances equitable traffic enforcement. It ensures more predictable and effective speeding control and, when broadly implemented, helps change driver behavior. Enforcing speed limits using ASE Systems on streets where speeding drivers create dangerous roadway environments is a reliable and cost-effective method to prevent further fatalities and injuries.

(e) AB 645 authorizes the City to operate up to 33 ASE Systems. Prior to implementation of the Pilot Program, the SFMTA will comply with any applicable requirements in the Surveillance Technology Ordinance under Administrative Code 19B.

Section 2. Findings Regarding the DBOM Delivery Method.

(a) Recognized by the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, the design-build-operate-maintain ("DBOM") delivery method is an integrated procurement model that combines a project's design and construction services with longer-term operations and maintenance responsibilities under a single contactor or contractor team. This method is also known as

"turnkey" procurement and "build-operate-transfer." It involves financing independently secured by the project's public-sector owner.

(b) The DBOM method offers several key advantages:

(1) Enhanced Quality Assurance. It promotes higher quality across all project phases, integrating design, construction, operation, and maintenance under a single contractor.

(2) Efficiency in Project Execution. This single-contractor approach consolidates multiple project phases and streamlines project delivery, enhancing coordination and potentially reducing typical delays.

(3) Innovative Design and Construction. The alignment of design and construction under one entity encourages innovative solutions, tailored to both immediate construction needs and long-term operational efficiency.

(4) Proactive Maintenance Planning. The responsibility for long-term maintenance under one entity allows for upfront, comprehensive planning, resulting in a more sustainable and cost-effective approach to project upkeep.

(5) Risk Management and Allocation. DBOM offers clearer risk allocation, leading to more effective management strategies and reducing delays caused by disputes or uncertainties. This includes challenges related to coordinating various project components and ensuring seamless integration, where the contractor assumes responsibility for managing the interactions between different project elements.

(6) Cost and Time Savings. The DBOM model's ability to fast-track certain project elements while maintaining a high-quality standard can result in significant cost and time efficiencies.

(7) Alignment of Contractor and Project Goals. With the contractor responsible for the entire project lifecycle, there is a strong incentive for high-quality, sustainable, and

1 efficient project execution, aligning the contractor's objectives with the project's long-term

2 success.

3 (c) The SFMTA is committed to implementing the Pilot Project as quickly as possible,

4 aiming to be the first jurisdiction in California to begin the use of this potentially life-saving

5 technology. This goal faces considerable scheduling risks and challenges in coordinating and

6 integrating various components and system if the SFMTA lets separate contracts for design,

7 construction, operation, and maintenance, which is required under its existing contracting

8 authority. Therefore, the Director of Transportation has determined that the DBOM delivery

9 method is appropriate to achieve the time efficiencies necessary to achieve this goal and,

10 therefore, is in the public's best interest. On March 19, 2024, the SFMTA Board of Directors

11 adopted Resolution No. 240319-029, endorsing the Director of Transportation's

12 recommendation to utilize DBOM method for the Pilot Project in San Francisco. A copy of

13 said resolution is on file with the Clerk of the Board of Supervisors in Board File No. 240226.

14 (d) The SFMTA estimates the design-build phase of the DBOM contract will last

15 approximately six months. Following this phase, the contract will transition into the operations

16 and maintenance phase, which includes staff training. This operation and maintenance phase

17 will have an initial term of five years, with a projected cost of at least $5 million. The costs

18 incurred during the design-build phase may be paid several ways: as progress payments

19 during the design-build phase; as a milestone payment upon substantial completion; or they

20 can be amortized and added to the operations and maintenance payments, which would start

21 after substantial completion.

22 Section 3. The DBOM Procurement Process; Waiver of Certain Administrative Code

23 Provisions.

24 (a) **General Description: Administrative Code Chapters 6 and 21.** Administrative

25 Code Chapter 6 codifies the City's public works contracting policies and procedures, and

includes contracting requirements for design, engineering, and construction services; and

Administrative Code Chapter 21 regulates the City's acquisition of commodities and services,

and includes contracting requirements for professional and general services. The design,

construction, operation, maintenance, and related services necessary to implement the Pilot

Project span the subject matter of Chapters 6 and 21, but neither of these chapters

contemplate contracting for these services under a single solicitation.

(b) **Authorization of Best-Value Solicitation Process.** Notwithstanding any provision

of the San Francisco Municipal Code, the SFMTA is authorized to contract for design,

construction, operation, maintenance, and any other services the Director of Transportation

deems necessary or appropriate to implement the Pilot Project in the City utilizing a best-

value solicitation process described below. This process is structured to ensure the selection

of a DBOM contractor or contractor team that provides the best value to the City.

(1) **Request for Qualifications.**

(A) The SFMTA may issue a request for qualifications ("RFQ") specifically

targeted at identifying and shortlisting potential contractors with expertise in automated speed

enforcement technology. The RFQ shall include project details, a scope of services related to

automated speed enforcement technology, and minimum qualifications necessary for

consideration.

(B) Respondents shall be required to submit statements of qualifications

that include, without limitation, information describing their experience with automated speed

enforcement technology or similar technologies, proposed teams and key personnel, financial

stability, and past performance in projects of similar size and scope.

(C) The SFMTA may conduct interviews with respondents or enter

discussions to seek clarifications on the statements of qualifications submitted.

(D) Respondents must comply with submittal and other requirements set forth in the RFQ. Responsive statements of qualifications shall be evaluated and scored based on criteria that address their corresponding submittal requirements. The relative weightings of the criteria shall be established by the Director of Transportation.

(E) Based on the evaluation and scoring of the statements of qualifications, the SFMTA may select a shortlist of the highest scoring respondents. The Director of Transportation shall determine the number of shortlisted respondents based on their relative rankings and as reasonably necessary to preserve competition.

(2) **Request for Proposals.**

(A) The SFMTA may issue a request for proposals ("RFP") to shortlisted respondents. This RFP must describe the SFMTA's requirements related to the Pilot Project, including technological, operational, and maintenance requirements.

(B) Respondents shall be required to submit proposals that include, without limitation, their technical approaches to design, build, operate, and maintain the Pilot Project, data security approach, changes, if any, to proposed teams and key personnel from their statements of qualifications, schedule, and price.

(C) The SFMTA may conduct interviews with respondents or enter discussions to seek clarifications on the proposals submitted.

(D) Respondents must comply with submittal and other requirements set forth in the RFP. Responsive proposals shall be evaluated and scored based on criteria that address their corresponding submittal requirements. The relative weightings of the criteria shall be established by the Director of Transportation.

(3) **Combined Request for Qualifications/Proposals.**

If the Director of Transportation determines it is more time-efficient and beneficial, the RFQ and RFP phases may be combined into a single solicitation phase. In that

event, the SFMTA may issue a single document that solicits both the qualifications and proposals of interested contractors or contractor teams. This document will outline the requirements for both the RFQ and request for proposals components, and respondents shall be required to address both qualifications and proposal requirements in their submissions.

(4) **Contract Award**.

(A) Based on the evaluation and scoring of the proposals, the SFMTA may select the respondent with the highest proposal score as the presumptive best-value proposer, with which the SFMTA may enter negotiations to finalize one or more contracts to provide DBOM services for the Pilot Project. If negotiations with the presumptive best-value proposer are unsuccessful, the SFMTA may enter negotiations with the next highest-scoring respondent, and so on, until negotiations are successful.

(B) The SFMTA may enter into one or more contracts for DBOM services with the successful respondent ("DBOM contractor").

(5) **Reserved Rights.** At any time during the best-value solicitation process, the Director of Transportation may cancel or restart the process if the Director determines it is in the best interest of the City. Other SFMTA-reserved rights regarding the solicitation must be set forth in the RFQ and RFP.

(c) **Administrative Code Waivers.** Except as provided below, any requirements from Chapters 6 and 21 that are found to conflict with or be unreasonably onerous for DBOM contracting, as determined in writing by the SFMTA after consultation with the City Attorney's Office, shall be waived for any contract let or awarded in connection with the Pilot Project.

(1) The SFMTA shall require that all contractors or subcontractors performing any construction or other covered work or improvement to comply with the requirements of Section 6.22(e) of Article II of Chapter 6 of the Administrative Code, including without limitations, requirements to pay prevailing wages and to submit certified payroll through the

City's certified payroll reporting system; and comply with the requirements of the State Apprenticeship Program in accordance with Section 6.22(n) of Article II of Chapter 6. The SFMTA shall incorporate the requirements of Section 6.22(e) of Article II of Chapter 6 into all contracts, and require its contractors to include those requirements in all subcontracts. To the extent the provisions of law referenced in this subsection (c)(1) are transferred to the Labor and Employment Code, the requirements imposed by this subsection shall continue to apply.

(2) At all stages of the solicitation process, the SFMTA must obtain applicable approvals from the SFMTA Board of Directors or Board of Supervisors as required under the Charter or Municipal Code. If the SFMTA intends to contract for an agreement with a cost that could exceed $10 million or a term beyond ten years, the SFMTA will at the appropriate time request that the Board of Supervisors approve the corresponding agreement or agreements pursuant to Charter Section 9.118.

(d) The provisions of this ordinance shall be implemented in a manner consistent with the civil service provisions of the Charter.

(e) In any agreement for DBOM services that involves the use of any funds furnished, given, or loaned by the government of the United States or the State of California, all laws, rules, and regulations of the government of the United States or the State of California or of any of their agencies, relative to the performance of the services under the agreement and the conditions under which the services are to be performed, shall prevail over the requirements of this ordinance when such laws, rules, or regulations are in conflict with or otherwise preempt the requirements of this ordinance.

Section 4. Effective Date.

This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not

1   sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the

2   Mayor's veto of the ordinance.

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4   APPROVED AS TO FORM:
DAVID CHIU, City Attorney

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6   By: _____/s/_____
        MISHA TSUKERMAN

7   Deputy City Attorney

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City and County of San Francisco

Tails

Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 240226   **Date Passed:** April 16, 2024

Ordinance waiving certain contracting requirements under Chapters 6 and 21 of the Administrative Code and authorizing the San Francisco Municipal Transportation Agency (SFMTA) to procure design, construction, operation, maintenance, and related services to implement an automated speed enforcement system utilizing a design-build-operate-maintain delivery model, but requiring payment of prevailing wages, and permitting a best-value selection of the contractor.

March 25, 2024 Rules Committee - RECOMMENDED

April 02, 2024 Board of Supervisors - PASSED ON FIRST READING
     Ayes: 11 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

April 16, 2024 Board of Supervisors - FINALLY PASSED
     Ayes: 11 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 240226

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 4/16/2024 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

4·18-24

Date Approved

City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and

American Traffic Solutions, Inc. dba Verra Mobility

Contract No. SFMTA-2024-62-LOC

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City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and
American Traffic Solutions, Inc. dba Verra Mobility
Contract No. SFMTA-2024-62-LOC

This Agreement is made as of _____, in the City and County of San Francisco (City), State of California, by and between, American Traffic Solutions, Inc. dba Verra Mobility (Contractor), and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

  A. The SFMTA wishes to retain the services of Contractor for the design, installation, maintenance, and operation of an automated speed enforcement system capable of detecting and recording speeding violations at 33 locations throughout the City in compliance with California Assembly Bill No. 645 (the Project).

  B. This Agreement was competitively procured as required by San Francisco Administrative Code through a Request for Qualifications and Request for Proposals (Solicitation) issued on May 21, 2024, to which City selected Contractor as the highest-qualified scorers.

  C. The Local Business Enterprise (LBE) subcontracting participation requirement for this Agreement is 15%. Contractor committed to 22% to LBEs for this Agreement.

  D. Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement.

  E. The City's Civil Service Commission approved Contract number _____ on _____.

  F. The SFMTA Board of Directors approved this Agreement by _____ on _____; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

  The following definitions apply to this Agreement:

  1.1 "**AB-645**" means California Assembly Bill 645, attached hereto as Appendix H and incorporated by this reference, as interpreted by the City Attorney's Office.

1.2 "**Agreement**" or "**Contract**" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.3 "**ASE System**" refers to a fixed speed camera system that utilizes automated equipment to detect a violation of speed laws and obtains a clear photograph of a speeding vehicle's license plate; where possible, fixed speed camera system will be positioned to enforce both approaches of traffic on two-way roadways.

1.4 "**ASE Program**" refers to all ASE Systems in 33 locations in the City, and the CPMS Software and additional processing and support services required for photographic traffic enforcement for Notices of Violation in compliance with AB-645.

1.5 "**Authorized Users**" means a person authorized by City to access City's Portal and use the CPMS, including any SFMTA or City employee, contractor, or agent, or any other individual or entity authorized by the SFMTA.

1.6 "**Back-Up Environment**" means Contractor's back-up Data Center for the CPMS Services.

1.7 "**CCO**" means the SFMTA Contract Compliance Office.

1.8 "**Citation Processing Management System (CPMS)**" means the licensed and hosted computer program and associated documentation, as listed in this Agreement and Appendices, and any modification or Upgrades or modifications to the program(s), residing in Contractor's servers that provides the CPMS that may be accessed by Authorized Users through the Internet. The CPMS may include Contractor provided Third-Party Software. All Software, revisions and versions provided by Contractor shall be subject to the terms and conditions of this Agreement, including any amendments thereto.

1.9 "**City**" or "**the City**" means the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency.

1.10 "**City Data**" means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement, including data resulting from use of the CPMS Service, ASE Systems, and ASE Program. City Data includes, without limitation, Confidential Information.

1.11 "**City Portal**" means an electronic gateway to a secure entry point via Contractor's Website that allows City and its Authorized Users to log in to an area where they can view and download information or request assistance regarding the CPMS and Services.

1.12 "**City's Project Manager**" means the individual specified by City pursuant to Section 4.2.1 hereof, as the Project Manager authorized to administer this Agreement on City's behalf.

1.13 "**CMD**" means the Contract Monitoring Division of the City.

1.14 "**Confidential Information**" means confidential City information including, but not limited to, all photographic or administrative records made by an ASE System, information obtained from the Department of Motor Vehicles for the administration of ASE Systems and enforcement, personal identifiable information ("PII"), protected health information ("PHI"), or individual financial information that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act/California Consumer Privacy Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); San Francisco Administrative Code Chapter 12M ("Chapter 12M"), and City's Surveillance Technology Policy attached hereto and incorporated herein by this reference. Confidential Information includes, without limitation, City Data. Data about the number of violations issued and the speeds at which they were issued for is not considered Confidential Information.

1.15 "**Contract Administrator**" means the contract administrator assigned to the Contract by the SFMTA, or his or her designated agent.

1.16 "**Contractor**" means American Traffic Solutions, Inc. dba Verra Mobility at 1150 North Alma School Road , Mesa, Arizona 85201.

1.17 "**Controller**" means the Controller of the City.

1.18 "**Contractor's Website**" means the Website that provides Authorized User access to the CPMS Services.

1.19 "**CPMS Patch**" means an update to the CPMS comprised of code inserted (or patched) into the code of the CPMS, and which may be installed as a temporary fix between full releases of a CPMS Revision or CPMS Version. Such a patch may address a variety of issues including without limitation fixing a Software bug, installing new drivers, addressing new security vulnerabilities, addressing software stability issues, and upgrading the Software. CPMS Patches are included in the annual payments made by City to Contractor for the CPMS Services under this Agreement.

1.20 "**CPMS Implementation and Training Services**" means the services by which Contractor will implement all necessary Software configurations and modules necessary to make the CPMS available and accessible to City.

1.21 "**CPMS Services**" means the Services performed by Contractor to host the CPMS to provide the functionality listed in the Documentation.

1.22 "**CPMS Software Error**" means any failure of CPMS Software to conform in all material respects to the requirements of this Agreement or Contractor's published specifications.

1.23 "**CPMS Software Error Correction**" means either a modification or addition that, when made or added to the CPMS Software, brings the CPMS Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the CPMS Software, avoids the practical adverse effect of such nonconformity.

1.24 "**CPMS Software Revision**" means an update to the current CPMS Software Version of the CPMS Software code that consists of minor enhancements to existing features and code corrections. CPMS Software Revisions are provided and included with the annual service payments made by City to Contractor for the CPMS Service.

1.25 "**CPMS Software Version**" means the base or core version of the CPMS Software that contains significant new features and significant fixes and is available to City. CPMS Software Versions may occur as the CPMS Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d, an example of which would be NCC 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 4 refers to a fix. All CPMS Software Versions are provided and included as part of this Agreement upon request or approval from City for the upgrade.

1.26 "**Data Breach**" means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law.

1.27 "**Data Center(s)**" means a physical location within the United States where Contractor (or its Subcontractor) houses and operates the hardware (including computers, computer servers, routers, and other related equipment and devices) on which Contractor (and or its subcontractor) hosts via the Internet the CPMS and City Data pursuant to this Agreement.

1.28 "**Day**" (whether or not capitalized) means a calendar day, unless otherwise designated.

1.29 "**Deliverables**" means Contractor's or its Subcontractors' work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Work" attached as Appendix A.

1.30 "**Director**" means the Director of Transportation of the SFMTA or his or her designee.

1.31 "**Deliverable Data**" means Project Data that is identified in Appendix A, and required to be delivered to City.

1.32 "**Disabling Code**" means computer instructions or programs, subroutines, code, instructions, data or functions (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of City's access to the CPMS Services through Contractor's Website and/or Authorized User's processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

1.33 "**Documentation**" means technical publications provided by Contractor to City relating to use of the CPMS, such as reference, administrative, maintenance, and programmer manuals.

1.34 "**Effective Date**" means the date that the SFMTA notifies Contractor in writing that the Controller has certified the availability of funds for this Agreement (as provided in Section 3.1) and the SFMTA directs Contractor to commence performing the Services ("Notice to Proceed" or "NTP").

1.35 "**End Users**" means any Authorized User who accesses Contractor's Website and uses the CPMS and Services.

1.36 "**Fixed Monthly Fee**" means the fixed monthly fee for each ASE System, which will be invoiced to the SFMTA during the operation of said ASE System, as described in section 3.3.1 herein.

1.37 "**Internet**" means that certain global network of computers and devices commonly referred to as the "internet," including, without limitation, the World Wide Web.

1.38 "**Issue**" means a problem with the Services identified by City that requires a response by Contractor to resolve.

1.39 "**Maintenance Services**" means the activities to investigate, resolve CPMS and ASE System issues and correct product bugs arising from the use of the CPMS and ASE System in a manner consistent with the published specifications and functional requirements defined during implementation.

1.40 "**Mandatory City Requirements**" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, which impose specific duties and obligations upon Contractor.

1.41 "**Notice of Violation**" or "**Citation**" refers to a notice of a violation of speed laws detected by an ASE System in compliance with AB-645.

1.42 "**Notice to Proceed**" means written notice to the Contractor of the date on which it shall begin prosecution of the Work to be done under the Contract.

1.43 "**Open Source Software**" means software with either freely obtainable source code, a license for modification, or permission for free distribution.

1.44 "**Party**" or "**Parties**" means, respectively, City and Contractor either individually or collectively.

1.45 "**Performance Credit**" means credit due to City by Contractor with regard to Contractor's service level obligations in Appendix D (Service Level Obligations).

1.46 "**Project Manager**" means the project manager assigned to the Contract or the SFMTA, or his or her designated agent.

1.47 "**Purchase Order**" means the written order issued by the City to the Contractor, authorizing the Effective Date as provided in Section 2.1.

1.48 "**Personal Identifiable Information (PII)**" means any information about an individual, including information that can be used to distinguish or trace an individual's identity, and any other information that can reasonably be linked to an individual.

1.49 "**Precedence**" means that, notwithstanding the terms of any other document executed by the Parties as a part of this Agreement, the terms of this Agreement shall control over any discrepancy, inconsistency, gap, ambiguity, or conflicting terms set forth in any other Contractor pre-printed document.

1.50 "**Preexisting Data**" means data possessed or owned by each Party that exists prior to the Agreement start date.

1.51 "**Project Data**" means data that is first produced in the performance of this Agreement.

1.52 "**San Francisco Municipal Transportation Agency**" or "**SFMTA**" means the agency of City with jurisdiction over surface transportation in San Francisco, as provided under Article VIIIA of the City's Charter.

1.53 "**Scheduled Maintenance**" means the time (in minutes) during the month, as measured by Contractor, in which access to the CPMS and/or ASE System Services is scheduled to be unavailable for use by City due to planned system maintenance and major version upgrades.

1.54 "**Services**" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Work" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.55 "**Severity Level**" means a designation of the effect of an Issue on City. The severity of an Issue is initially defined by City and confirmed by Contractor. Until the Issue has been resolved, the Severity Level may be raised or lowered based on City's analysis of impact to operation of the Services.

1.56 "**Subcontractor**" refers to any firm under contract to the Contractor, or any lower-tier party subcontractor engaged by the Subcontractor for services under this Agreement.

1.57 "**Successor Service Provider**" means a new service provider, if any, selected by City in the event the CPMS Services are terminated under this Agreement.

1.58 "**Surveillance Technology Policy**" means the Surveillance Technology Policy for Automated Speed Enforcement, attached hereto as Appendix I and incorporated herein by this reference, as interpreted by the City Attorney's Office.

1.59 "**Third-Party Software**" means the software described in Appendix B, "Third-Party Software-Included in this Agreement."

1.60 "**Transition Services**" means that assistance reasonably requested by City to effect the orderly transition of the CPMS Services, in whole or in part, to City or to Successor Service Provider.

<p align="center">Article 2 Term of the Agreement</p>

2.1 **Term.** The term of this Agreement shall commence on the Effective Date and expire six years from the Effective Date unless earlier terminated as otherwise provided herein. Pursuant to AB-645, the operations period of each ASE System shall not exceed five (5) years.

2.2 **Time of the Essence**. Contractor agrees that, with respect to Contractor's performance of Contractor's covenants, conditions, and obligations under this Agreement, time is of the essence.

2.3 **Notice to Proceed**. Authorization for Contractor to proceed with performance of the Services will be provided through the SFMTA's issuance of Notice to Proceed. The SFMTA anticipates issuance Notice to Proceed on the Effective Date.

2.4 **Implementation Period**. As a material consideration for entering into this Agreement, Contractor hereby commits and the SFMTA is relying on Contractor's commitment, to perform the Services, including implementing the ASE System and the CPMS, in accordance with the Schedule attached hereto as Appendix J, Implementation Schedule. The Parties shall use the Schedule for planning and monitoring the progress of Contractor's work under this Agreement. If the review of permits and/or inspections by the SFMTA, San Francisco Public Utilities Commission, or Pacific Gas and Electric Company delays the Schedule for reasons outside of Contractor's control, the Schedule will be extended by the same number of days.

2.5 **Operation and Maintenance Period.** Unless otherwise directed by the SFMTA, each ASE System shall operate for a period of five (5) years. Contractor shall perform the operation and maintenance tasks identified in Appendix A Scope of Work at the Levels of Service provided in Appendix A, B and C.

2.6   Wind Down Services. After the expiration of the five-year operation period, Contractor shall: (1) cease use of the ASE System to capture speed violations; (2) remove the ASE Systems and restore the SFMTA-owned utility poles to the same reasonable condition as before the ASE Systems were installed; (3) provide CPMS services to process the remaining Citations through the expiration of the Contract term, at no additional cost to the SFMTA; (4) comply with the provisions of section 8.4 "Transition Services and Disposition of City Data."

<div align="center">

Article 3   Financial Matters

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3.1   Certification of Funds; Budget and Fiscal Provisions

3.1.1   Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2   Maximum Costs. City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.2   Authorization to Commence Work. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a Purchase Order or notice to proceed. Such authorization may be for a partial or full Scope of Work.

3.3   Compensation

3.3.1   Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed $7,425,000.00 (the breakdown of which appears in Appendix C, "Calculation of Charges"). City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

(a)   Fixed Monthly Fee. City shall pay a fixed monthly fee for each ASE System, which will be invoiced to the SFMTA during the operation of said ASE System. The Fixed Monthly Fees shall include compensation for all Services described in the attached Appendix A and B. The monthly payments will commence when the ASE System(s) are operational. The SFMTA shall not be charged a monthly fee when the ASE System(s) are not operational. The Fixed Monthly Fee for each ASE System shall not exceed sixty (60) months. Payment or compensation based on the number of Notices of Violation issued, or as a percentage of revenue generated, from the use of the ASE Systems is prohibited.

(i)   Planning, Design, Installation, Maintenance and Repair of the ASE Systems: The costs associated with planning, design, installation, maintenance, and repair of the ASE Systems shall be included in the fixed monthly fee.

(ii)   CPMS Implementation and Training Services: The costs associated with the CPMS Implementation and Training Services shall be included in the fixed monthly fee.

(iii)   CPMS and Hosted Services: The costs associated with the CPMS and Hosted Services shall be included in the fixed monthly fee.

(iv)   Processing of Citations: The costs associated with processing the Notices of Violation, including but not limited to preparing the packets for the Notices of Violation, mailing, postage, processing payments, and providing services associated with the administrative review of Notices of Violation, shall be included in the fixed monthly fee.

(v)   Wind Down Services. The costs associated with the wind down services identified in section 2.6 shall be included in the fixed monthly fee.

3.3.2   Submission of Invoices. Contractor shall provide an invoice to the SFMTA on a monthly basis for the Fixed Monthly Fee in the immediately preceding month, once an ASE System is fully operational. Compensation shall be made for Services that the Director of Transportation or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed.

3.3.3   Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until the SFMTA approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was

made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.4 **Withhold Payments**. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.5 **Invoice Format**. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the City's Controller and the SFMTA and include a unique invoice number and a specific invoice date. Payment shall be submitted per Purchase Order in a month. Each Contractor invoice shall contain the following information: Contract Number

    (a)   Purchase Order Number
    (b)   Description of the Services performed and/or goods delivered
    (c)   PeopleSoft Supplier Name and ID
    (d)   Contract payment terms
    (e)   Itemized breakdown of payments to Subcontractors, along with invoices from Subcontractors

3.3.6 **LBE Payment and Utilization Tracking System**. LBE Subcontracting Participation Requirements apply to this Agreement. Contractor shall: (a) within 3 business days of the SFMTA's payment of any invoice to Contractor, pay LBE Subcontractors as provided under Chapter 14B.7(H)(9); and (b) within 10 business days of the SFMTA's payment of any invoice to Contractor, confirm its payment to Subcontractors using the B2Gnow System (https://sfmta.diversitycompliance.com/) unless instructed otherwise by CMD or CCO. To receive credit toward the LBE requirements and commitments identified in Recital C, Contractor shall provide an itemized breakdown of all Subcontractor payments, along with invoices from Subcontractors, regardless of whether the Subcontractor is an LBE, into SFMTA's payment tracking system, B2GNow. Failure to submit all required payment information into the B2GNow System with each payment request may result in the withholding of 20% of subsequent payments due.

3.3.7 **Payment Terms**

    (a)   **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within thirty (30) calendar days, measured from the date of receipt of the invoice. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

    (b)   **Reserved. (Payment Discount Terms)**

    (c)   **Subcontractor Prompt Payment**. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f)

of the Administrative Code, Contractor shall pay its Subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f). This provision does not create a private right of action against the City.

      (d)   No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

3.3.8   Getting Paid by City for Goods and/or Services

      (a)   City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit SF City Partner at sfgov.org.

      (b)   At the option of the SFMTA, Contractor may be required to submit invoices directly in City's financial and procurement system. Refer to https://sfcitypartner.sfgov.org/pages/training.aspx for more information.

     3.4   **Reserved. (Grant Funded Contracts)**

     3.5   **Audit and Inspection of Records**. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Except as required by applicable law, including but not limited to AB-645, the San Francisco Administrative Code, Section 19B, and the Surveillance Technology Policy, Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts. City's independent auditor(s) shall not be a competitor of the Contractor.

     3.6   **Submitting False Claims**. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or Subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.7 Payment of Prevailing Wages

3.7.1 Covered Services. Services to be performed by Contractor under this Agreement will involve the performance of work covered by the California Labor Code Sections 1720 and 1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code (collectively, "Covered Services"), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.7.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations ("DIR"), as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the applicable prevailing wage rates are available from the City's Office of Labor Standards and Enforcement ("OLSE"). See also http://sfgov.org/olse/prevailing-wage. Contractor agrees that it shall pay not less than the prevailing wage rates, as determined by the Board of Supervisors and DIR, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.7.3 Subcontract Requirements. Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors and DIR for such labor and services.

3.7.4 Posted Notices. Contractor shall post job site notices prescribed by DIR at all job sites where Covered Services are to be performed.

3.7.5 Payroll Records. Contractor shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every Subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and/or DIR.

3.7.6 Certified Payrolls. Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each Subcontractor performing Covered Services shall electronically submit certified payrolls to the City and to DIR as specified by the City and DIR. Contractor and all Subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by the City.

Contractor and applicable Subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

      3.7.7   **Compliance Monitoring**. Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City's prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(g), as amended from time to time, San Francisco Administrative Code Section 6.22(e), and San Francisco Labor and Employment Code Article 102, as applicable.

      3.7.8   **Remedies**. Should Contractor, or any Subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the Subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22(e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

   3.8   **Apprentices**

      3.8.1   Contractor and its Subcontractors of every tier that provide Covered Services under this Agreement (as defined in Section 3.6.1 above) shall, as a material term of the Agreement, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070], and Section 1777.5 of the Labor Code) and Administrative Code Section 6.22(n). Contractor shall be solely responsible for securing compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

      3.8.2   Contractor shall include in all of its subcontracts the obligation for Subcontractors to comply with the requirements of the State Apprenticeship Program.

      3.8.3   Should Contractor fail to comply with the apprenticeship requirements of Labor Code Section 1777.5, Contractor shall be subject to the penalties prescribed in Labor Code

Section 1777.7. The interpretation and enforcement of Labor Code Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

3.8.4 Contractor, if not signatory to a recognized apprenticeship training program under Labor Code, Chapter 4, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its Subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City.

3.8.5 Contractor shall comply with all requests by the City to provide proof that Contractor and all of its Subcontractors at every tier providing Covered Services are in compliance with the State Apprenticeship Program, including proof that Contractor and all of its Subcontractors at any tier providing Covered Services contributed to the appropriate apprenticeship fund(s).

Article 4　　　Services and Resources

4.1 **Licensed Software**. Subject to the terms and conditions of this Agreement, Contractor hereby grants City and Authorized Users a renewable, irrevocable, non-exclusive, royalty-free, and worldwide license to access, display, and execute the CPMS and ASE System Services during the Term of this Agreement and any renewals thereof, if any.

4.1.1 **Click-Wrap Disclaimer**. No "click to accept" agreement that may be required for City and/or Authorized Users' access to the Services or Contractor's Website and no terms of use, terms of service, or privacy policy referenced therein or conditioned for use of the Services or Contractor's Website shall apply. Only the provisions of this Agreement as amended from time to time shall apply to City and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that City and/or each Authorized User may be required to click "Accept" as a condition of access to the Services through Contractor's Website, but the provisions of such "click to accept" agreement and other terms (including terms of use, terms of service, and privacy policy) contained or referenced therein shall be null and void for City and/or each such Authorized User. The foregoing does not apply to City's own click-wrap agreements in the event City chooses to have Contractor include terms of use, terms or service, privacy policies, or similar requirements drafted and approved by City.

4.1.2 **Title**. City acknowledges that title to each CPMS and ASE System Services shall at all times remain with Contractor, and that City has no rights in the CPMS or ASE System Services except those expressly granted by this Agreement.

4.1.3 **Authorized APIs**. City shall be permitted to access and use Contractor's CPMS Program Interfaces (APIs) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future City systems and

infrastructure. For purposes of this Agreement, such development shall be deemed an authorized modification but will not be supported by Contractor unless provided for in this Agreement. City may develop APIs to access and/or download City Data. Functionality and compatibility of City developed macros will be sole responsibility of City. Any such macros or user interfaces developed by City shall become the property of City. All flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.

4.1.4   Software for the ASE System and CPMS is Proprietary to Contractor

(a)   Contractor warrants that it has the title to and/or authority to grant said license(s) and sublicenses(s) of the Software for the ASE System and CPMS to City.

(b)   Notwithstanding anything to the contrary contained in this Agreement, it is understood that City receives no title or ownership rights to Software for the ASE System and CPMS that Contractor provides City under this Agreement, and all such rights shall remain with Contractor or its suppliers.

(c)   City agrees that the Software for the ASE System and CPMS provided to it by Contractor under this Agreement shall, as between the Parties, be treated as proprietary and a trade secret of Contractor or its suppliers and be subject to the provisions of Article 13 ("Data and Security").

(d)   **Restrictions on Use**. City is authorized to use the Software for the ASE System and CPMS only for City's municipal purposes. City agrees that it will, through its best efforts, not use or permit the Software for the ASE System and CPMS to be used in any manner, whether directly or indirectly, that would enable any other person or entity not authorized by this Agreement, to use the Software.

(e)   **Proprietary Markings**. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the CPMS or ASE System or any related materials or Documentation.

(f)   **Documentation**. Contractor shall provide the SMFTA with a digital copy of the Documentation for all Software it provides the SFMTA under this Agreement. Contractor grants to City permission to duplicate all printed Documentation for City's municipal use.

4.1.5   **Delivery**. Contractor shall deliver one copy of each of the Software products (including Updates) in computer readable form, as provided in Appendix A.

4.1.6   **Risk of Loss**. Contractor shall replace any Software or ASE System equipment provided under this Agreement if any of the Software or ASE System equipment is lost or damaged during the term of this Agreement, at no additional charge to City.

4.1.7   **Prohibited Use**. City shall not:

(a)　　　　make any copies of Software provided under this Agreement or parts thereof, except for archival back up purposes and when making copies as permitted herein, shall transfer to the copy/copies any copyright or proprietary legends or other marking on said Software; or

(b)　　　　use said Software for any other purpose than permitted in this Section; or

(c)　　　　translate, reverse engineer, adapt, arrange or error-correct or make any other alterations to said Software.

4.1.8　　　　**Survival**. The obligations of City under this Section shall survive the termination or expiration of this Agreement.

4.2　　**Services Contractor Agrees to Perform**

4.2.1　Project Managers. Contractor and City shall each designate a Project Manager, who shall be accessible by telephone throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. (Pacific Standard Time), Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement of City and Contractor. Contractor shall use its best efforts to maintain the same Project Manager throughout the duration of the Agreement. However, if Contractor needs to replace its Project Manager, Contractor shall provide City with written notice thereof at least forty-five (45) days prior to the date the Project Manager shall be replaced. Notwithstanding the foregoing, Contractor will have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Contractor shall notify City in advance of any such temporary appointments. City may require Contractor to replace its Project Manager, by giving Contractor notification thereof and City's objective reasons therefor.

Contractor's Project Manager:	Ray Pedrosa
	1150 North Alma School Road
	Mesa, Arizona 85201
	Email: Ray.Pedrosa@verramobility.com
	Phone: (480) 443-7000
City's Project Manager:	Shannon Hake
	1 South Van Ness Avenue, 7th Floor
	San Francisco, CA 94103
	Email: Shannon.Hake@sfmta.com
	Phone: (415) 646-2238

4.2.2 **Services Contractor Agrees to Perform**. Contractor will perform all of the services set forth in Appendix A (Scope of Work). Officers and employees of City are not authorized to request and City is not required to compensate Contractor for services beyond those stated.

(a) **Maintenance and Support**. Contractor shall provide Maintenance/Support in accordance with Appendix A and B. Maintenance and Support Services include the provision of upgrades and a service desk, during the term of this Agreement for the CPMS and ASE Systems.

(b) **Hosting**. Contractor shall provide hosting in accordance with Appendix A and B, including the following:

(i) **Hosting Infrastructure**. Contractor shall provide all hosting infrastructure, including, but not limited to, hardware, software and other equipment, at Contractor's hosting site as required to provide hosting and deliver the CPMS and ASE System Services.

(ii) **Security**. Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the Agreement. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this Agreement, unless otherwise permitted in this Agreement. Remote access to view City Data by Contractor for technical support purposes from outside the United States is prohibited without the formal written approval of City as long as City Data remains hosted solely on hardware residing on Data Centers located in the United States and no City Data is downloaded to or stored on any hardware residing on Data Centers not residing in the United States.

(iii) **Access**. Contractor shall provide Authorized Users 24/7 access to the CPMS.

(iv) **Disaster Recovery and Business Continuity**. Contractor shall provide Disaster Recovery Services and assist with Business Continuity as described in Section 14.4 and Appendix D.

(c) **Service Level Obligations**. Contractor shall comply with the support (24/7 service desk) and Service Level Obligations described in Appendix B.

4.3 **Acceptance Testing; Document Delivery; Training**

4.3.1 **Acceptance Testing**. After City has obtained access to the CPMS and ASE System Services, and subsequent to each CPMS Software version upgrade, revision and patch as further outlined in Appendix A and B, City and Contractor shall conduct user acceptance testing as outlined in Appendix A, as the case may be, to verify that the CPMS and ASE System Services substantially conform to the specifications and City's requirements

contained therein. In the event that City determines that the CPMS and/or ASE System Services do not meet such specifications, City shall notify Contractor in writing, and Contractor shall modify or correct the CPMS and/or ASE System Services so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which City provides Contractor with written notice of satisfactory completion of Acceptance testing. If City notifies Contractor after the Acceptance Testing Period that the CPMS Services do not meet the Acceptance criteria outlined in Appendix B, as the case may be, then City shall be entitled to terminate this Agreement in accordance with the procedures specified in Article 8 herein, and shall be entitled to a full refund of any fees paid as part of this Agreement prior to termination.

4.3.2 Document Delivery. Contractor will deliver completed Documentation in electronic format for the CPMS and ASE System Services at the time it gives City access to the CPMS and ASE System Services. The Documentation will accurately and completely describe the functions and features of the CPMS and ASE System Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the CPMS and ASE System Services. City shall have the right to make any number of additional copies of the Documentation at no additional charge. City may withhold its issuance of the notice of final Acceptance until City receives the completed Documentation.

4.4 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices under the supervision of, and in the employment of, Contractor (or Contractor's authorized Subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule. The SFMTA reserves the right to require the Contractor to reassign any individual on the Contractor's project team if the SFMTA is unsatisfied with that person's performance or that person fails to demonstrate the required qualifications or expertise. The SFMTA reserves the right to review and approve any replacement of team members, and the right to reject invoices submitted related to work performed by replacement team members that the SFMTA did not approve.

4.5 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of the SFMTA. Contractor is responsible for its Subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 (Additional Requirements Incorporated by Reference) of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null

and void. The SFMTA's execution of this Agreement constitutes its approval of the Subcontractors listed below and/or in appendices.

> Marinship Development Interest, LLC
> Urban Design Consulting Engineers
> CSG Systems International, Inc.

4.6   Independent Contractor; Payment of Employment Taxes and Other Expenses

4.6.1   Independent Contractor. For the purposes of this Section 4.6, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that, at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.6.2   Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City,

upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.6 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.7   Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by the SFMTA by written instrument executed and approved in compliance with City law and SFMTA policy. Any purported Assignment made in violation of this provision shall be null and void.

4.8   Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.9   Reserved. (Liquidated Damages)

4.10   Performance Bond. The Contractor is required to furnish a performance bond in a form acceptable to City, in a sum of not less than twenty-five percent (25%) of the contract amount to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

4.11   Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5   Insurance; Indemnity and Warranties

5.1   Insurance

5.1.1   Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than $2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than $2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, including any mobile equipment, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than $1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability Insurance, with limits of $5,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, PHI or other PII, stored or transmitted in electronic form.

(g) Crime policy or fidelity bond, covering against dishonesty and theft with respect to all funds collected and owed to the City with limits no less than the maximum amount held by Contractor, including its employees, officers, agents or subcontractors, at any one time, naming the City as additional obligee or loss payee, as applicable. Contractor shall be solely responsible for the costs of any deductible.

(h) Contractor's Property and Alterations and Improvements. Contractor/Vendor shall be responsible, at its expense, for separately insuring its Property, Alterations, and Improvements. City shall have no responsibility or obligation to maintain

insurance or replace Contractor's property, alterations, or any improvements regardless of cause of loss.

5.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured City and County of San Francisco and, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured City and County of San Francisco and, its Officers, Agents, and Employees.

5.1.3 Waiver of Subrogation. The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or

legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any Subcontractor(s) to provide Services, Contractor shall require the Subcontractor(s) to provide all necessary insurance and to name City and County of San Francisco and its officers, agents and employees and Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2   Indemnification

5.2.1   General Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to Subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its Subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, and experts and related costs, and City's costs of investigating any claims against City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent,

which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

   5.2.2 Infringement Indemnification. If notified promptly in writing of any judicial action or informal claims brought against City based on an allegation that City's use of the ASE Program and Services infringes a patent, copyright, or any right of a third-party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise, only if Contractor accepts the defense and hold harmless requirements without reservation, and provided, however, that Contractor shall not agree to any injunctive relief or settlement that obligates City to perform any obligation, make an admission of guilt, fault or culpability or incur any expense, without City's prior written consent, which shall not be unreasonably withheld or delayed. In the event a final injunction is obtained against City's use of the ASE Program and Services by reason of Infringement, or in Contractor's opinion City's use of the ASE Program and Services is likely to become the subject of Infringement, Contractor may at its option and expense: (i) procure for City the right to continue to use the ASE Program and Services as contemplated hereunder; (ii) replace the ASE Program and Services with a non-infringing, functionally equivalent substitute ASE Program and Services; or (iii) suitably modify the ASE Program and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the ASE Program and Services. If none of these options is reasonably available to Contractor, then Agreement may be terminated at the option of either Party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing ASE Program and/or Services, or the Fixed Monthly Fee for six (6) months, whichever is less. Any unauthorized modification or attempted modification of the ASE Program and Services by City or any failure by City to implement any improvements or updates to the ASE Program and Services, as supplied by Contractor, shall void this Infringement Indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the ASE Program and Services with products or data of the type for which the ASE Program and Services was neither designed nor intended to be used, unless City has obtained prior written authorization from Contractor permitting such use.

   5.2.3 Indemnification and Defense Obligations For Design Professionals. To the extent design professional services are performed under this Agreement, if any, the following indemnity and defense obligations shall apply:

    (a) Defense Obligations. To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and

employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor's proportionate percentage of fault as determined by a Court of competent jurisdiction.

> **(b)** **Indemnity Obligations**. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.

5.2.4 **Severability Clause Specific to Indemnification and/or Defense Obligations**. To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

5.2.5 Under no circumstances will City indemnify or hold harmless Contractor.

5.3   Warranties of Contractor

5.3.1 **Warranty of Authority; No Conflict**. Each Party warrants to the other that it is authorized to enter into this Agreement and that its performance of the Agreement will not conflict with any other agreement.

5.3.2 **Warranty of Performance**. Contractor warrants that when fully implemented, the ASE Program to be configured and provided under this Agreement shall perform in accordance with the specifications applicable thereto. With respect to all Services to be performed by Contractor under this Agreement, including CPMS Implementation and Training Services outlined in Appendix A, and CPMS and Hosted Services outlined in Appendix B, Contractor warrants that it will use reasonable care and skill. All services shall be performed in a professional, competent and timely manner by Contractor personnel appropriately qualified and trained to perform such services. In the event of a breach of the foregoing warranty relating to any service under this Agreement within twelve (12) months from the date of provision such services, Contractor shall, at its sole cost and expense, re-perform such services.

5.3.3 **Compliance with Description of Services**. Contractor represents and warrants that the ASE Program and Services specified in this Agreement and all updates and improvements to the ASE Program and Services will comply in all material respects with the

specifications and representations specified in the Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

5.3.4 **Title**. Contractor represents and warrants to City that it is the lawful owner or license holder of all Software, materials and property identified by Contractor as Contractor-owned and used by it in the performance of the Services contemplated hereunder and has the right to permit City access to or use of the ASE Program and Services and each component thereof. To the extent that Contractor has used Open Source Software ("OSS") in the development of the ASE Program and Services, Contractor represents and warrants that Contractor is in compliance with any applicable OSS license(s) and is not infringing. Contractor has not and will not grant any rights to any third party that are in conflict with any of the rights granted to City under this Agreement.

5.3.5 **Disabling Code**. Contractor represents and warrants that the ASE Program and Services, and any information, reports or other materials provided to Authorized Users as a result of the operation of the ASE Program and Services, including future enhancements and modifications thereto, shall be free of (i) any Disabling Code; (ii) viruses or other computer programming routines or defects that re intended to damage, detrimentally interfere with, or expropriate any system, data, or information; or (iii) any feature that does, or with the passage of time could, in any way impair the operation of the ASE Program or Services now or hereafter.

5.3.6 **Warranty of Suitability for Intended Purpose**. Contractor warrants that the ASE Program and Services will be suitable for the intended purpose of this Agreement.

5.3.7 **Business Continuity**. Contractor warrants and represents to City that it has implemented and will maintain a business continuity and disaster recovery plan in accordance with this Agreement.

Article 6 Liability of the Parties

6.1 **Liability of City**. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (CALCULATION OF CHARGES AND CONTRACT NOT TO EXCEED AMOUNT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment**. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its Subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages**. Subject to the provisions of Section 6.4 "Limitations on Liability," Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

6.4 **Limitation on Liability**. CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE NOT-TO-EXCEED AMOUNT SET FORTH IN SECTION 3.3.1 OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS LIMITATION ON CONTRACTOR'S LIABILITY SHALL NOT APPLY TO: (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE, RECKLESS CONDUCT, WILLFUL ACTS OR OMISSIONS, FRAUD OR ILLEGAL OR UNLAWFUL ACTS; (2) CONTRACTOR'S OBLIGATIONS TO INDEMNIFY AND DEFEND THE CITY AND OTHER INDEMNIFIED PARTIES AS SET FORTH IN SECTION 5.2; (3) CONTRACTOR'S LIABILITY FOR DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT; (4) CONTRACTOR'S LIABILITY FOR STATUTORY DAMAGES IMPOSED BY THE CITY UPON CONTRACTOR UNDER CITY ORDINANCES AND MUNICIPAL CODES; (5) FINES, PENALTIES AND STATUTORY DAMAGES, INCLUDING PUNITIVE DAMAGES, TREBLE DAMAGES, AND STATUTORY ATTORNEY FEES AND COSTS ASSERTED BY THIRD PARTIES; (6) CONTRACTOR'S WARRANTIES AND GUARANTEES UNDER THE CONTRACT DOCUMENTS; (7) DAMAGES AND OTHER LIABILITY ARISING UNDER CLAIMS BY THIRD PARTIES FOR LOSS OR DAMAGE TO PROPERTY OR PERSONAL INJURIES, INCLUDING WRONGFUL DEATH; (8) LIABILITY FOR VIOLATION OF ENVIRONMENTAL REGULATIONS AND LAWS; AND (9) DAMAGES AND OTHER LIABILITY FOR INFRINGEMENT OF ANY COPY RIGHT, PATENT, OR OTHER INTELLECTUAL PROPERTY RIGHT.

Article 7   Payment of Taxes

7.1   Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2   Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3   Withholding. Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8   Termination and Default

8.1   Termination for Convenience

8.1.1   City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause upon 60 days' written notice to Contractor. City shall exercise this option by giving Contractor written notice of termination (Notice of Termination). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (Termination Date).

8.1.2   Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Completing performance of any Services that the SFMTA requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At the SFMTA's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, the SFMTA shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to the SFMTA's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as the SFMTA may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the SFMTA has or may acquire an interest.

(g) Removing the ASE System(s) at no cost to City, and returning City Data as described in Section 8.4.

8.1.3 Within 30 Days after the Termination Date, Contractor shall submit to the SFMTA an invoice, which shall set forth the Fixed Monthly Fees pro-rated for the time of actual operation of the ASE Systems. If the SFTMA terminates this Agreement for convenience under the provisions of this section within two (2) years of the implementation of the ASE Systems, then Contractor shall be reimbursed the direct costs of the installation and removal of the ASE Systems that Contractor actually incurs in addition to the pro-rated Fixed Monthly Fees.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its Subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to

costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 Payment Obligation. City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies

8.2.1 Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.6	Submitting False Claims
4.7	Assignment
Article 5	Insurance and Indemnity
Article 7	Payment of Taxes
10.10	Alcohol and Drug-Free Workplace
11.10	Compliance with Laws
Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 10 days after written notice thereof from the SFMTA to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, the SFMTA may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, or any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other

debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2   Notice of Default.   To the extent that City is aware of any Event of Default or other breach of the Agreement by Contractor, the City shall provide Contractor written notice of the Event of Default or other breach of the Agreement.   Contractor shall have 30 Days from the date of such notice to cure its default or breach.   If it is not possible for Contractor to cure said default or breach within that time, Contractor shall so inform the City in writing and shall commit to a date by which Contractor will cure said default or breach, subject to the City's approval.   Where it is evident that Contractor's default or breach is not possible to cure, the 30-Day cure period shall not apply.

8.2.3   Default Remedies. Following expiration of the 30-Day cure period described in the preceding section, on and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.3   Bankruptcy. In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at City's option this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, Contractor shall within forty-eight (48) hours return City Data in an agreed-upon machine readable format. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within thirty (30) calendar days clear, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five (5) calendar days that such clear, purge and/or physical destruction has occurred. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with the Surveillance Technology Policy and the National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

8.4 **Transition Services and Disposition of City Data**. Upon request of City, expiration, or termination of the Services under this Agreement:

8.4.1 **Transition Services**. Contractor shall, upon City's request, for a period of time not to exceed ninety (90) days, provide to City and/or Successor Service Provider assistance to effect the orderly transition of the CPMS Services, in whole or in part, to City or to Successor Service Provider. During the transition period, CPMS and City Data access shall continue to be made available to City without alteration. Contractor will provide the Transition Services at no cost to City. Transition services may include: (i) developing a plan for the orderly transition of the terminated CPMS Services from Contractor to City or to Successor Service Provider; (ii) transferring City Data to City or to Successor Service Provider in an agreed upon machine readable format; (iii) using commercially reasonable efforts to assist City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (iv) using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the CPMS Services; and (v) such other activities upon which the Parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Contractor's material breach, City may elect to use the Services for a period of no greater than six (6) months from the date of termination at no cost to City. All applicable terms and conditions of this Agreement shall apply to the Transition Services.

8.4.2 **Disposition of City Data**. Contractor may immediately discontinue the CPMS Services and City shall immediately cease accessing the CPMS and Services at the conclusion of the Transition Services pursuant to Section 8.4.1. Contractor shall either transition all City Data to the City or to the Successor Service Provider or within five (5) calendar days of the expiration or termination of the Agreement return City Data in an agreed-upon machine readable format. This provision shall also apply to all City Data that is in the possession of Subcontractors, agents or auditors of Contractor. Such data transfer shall be done at no cost to City. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within thirty (30) calendar days clear, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five (5) calendar days that such clear or purge and/or physical destruction has occurred. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with the Surveillance Technology Policy and the National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

8.5 **Remedies**. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Except as expressly provided in this Agreement, nothing in

this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.6   Notice of Default. Any notice of default must be sent in accordance with Article 11.

8.7   Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.8   Rights and Duties upon Termination or Expiration

    8.8.1   This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.3	Payment Limited to Satisfactory Services
3.5	Audit and Inspection of Records
3.6	Submitting False Claims
4.6	Independent Contractor; Payment of Employment Taxes and Other Expenses
Article 5	Insurance; Indemnity and Warranties
6.2	Liability for Use of Equipment
6.3	Liability for Incidental and Consequential Damages
Article 7	Payment of Taxes
8.1.6	Payment Obligation
8.2.3	Default Remedies
8.4	Transition Services and Disposition of City Data
8.7	Non-Waiver of Rights
8.9	Data Rights
9.1	Ownership of Results
9.2	Works for Hire
11.6	Dispute Resolution Procedure
11.7	Agreement Made in California; Venue
11.8	Construction
11.9	Entire Agreement
11.10	Compliance with Laws
11.11	Severability
11.14	Notification of Legal Requests
Article 13	Data and Security

8.9   Data Rights

8.9.1 Preexisting Data of each Party that will be included as a Deliverable under this Agreement will be identified in Appendix A. Any and all preexisting Data of City may only be used by Contractor for purposes of the Scope of Work of this Agreement, unless such data is otherwise publicly available.

8.9.2 City shall have the unrestricted right to use the Deliverable Data and delivered Project Data, including all Preexisting Data provided as a Deliverable under this Agreement.

Article 9   Rights in Deliverables

9.1   Ownership of Results. Any interest of Contractor or its Subcontractors, in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by the SFMTA, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2   Works for Hire. All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its Subcontractor(s). With City's prior written approval, Contractor and its Subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 10   Additional Requirements Incorporated by Reference

10.1   Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca. The Surveillance Technology Policy is also incorporated by reference into this Agreement.

10.2   Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact that constitutes a violation of Section 15.103 of City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*). Contractor further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3   Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4   Consideration of Salary History. Contractor shall comply with San Francisco Labor and Employment Code Article 141 (formerly San Francisco Administrative Code Chapter 12K), the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5   Nondiscrimination Requirements

   10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132 (formerly Chapters 12B and 12C of the San Francisco Administrative Code). Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all Subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

   10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 (formerly San Francisco Administrative Code 12B.2) applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6   Local Business Enterprise and Nondiscrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall

meet the LBE subcontracting commitment percentage(s) made in its RFP submittal documents. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7   Minimum Compensation Ordinance. If San Francisco Labor and Employment Code Article 111 (formerly Administrative Code Chapter 12P) applies to this Agreement, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.8   Health Care Accountability Ordinance. If San Francisco Labor and Employment Code Article 121 (formerly Administrative Code Chapter 12Q) applies to this Agreement, Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9   First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10   Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or Subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11   Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of City's Campaign and Governmental

Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any Subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12   Reserved. (Slavery Era Disclosure)

10.13   Reserved. (Working with Minors)

10.14   Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), of the San Francisco Labor and Employment Code (Article 142), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Nonprofit Contractor Requirements

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any Subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its Subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least $250,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved. (Distribution of Beverages and Water)

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Reserved. (Preservative-Treated Wood Products)

10.20 Green Purchasing Requirements. Contractor shall ensure all goods and services, with the exception of the ASE System components, comply with the City's Green Purchasing Requirements.

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Shannon Hake
             Speed Safety Camera Program Manager

San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 7th Floor
Email: Shannon.Hake@sfmta.com
Phone: (415) 646-2238

To
Contractor: Ray Pedrosa
                 Director, Account Management
                 Verra Mobility
                 1150 North Alma School Road
                 Mesa, Arizona 85201
                 Email: Ray.Pedrosa@verramobility.com
                 Phone: (480) 443-7000

        Any notice of default or data breach must be sent by certified mail or other trackable hard-copy written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2   Compliance with Laws Requiring Access for People with Disabilities

        11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

        11.2.2 Contractor shall adhere to the requirements of (i) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), (ii) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), (iii) Section 255 of the Communications Act Guidelines, (iv) the applicable Revised Section 508 Standards published by the U.S. Access Board (https://www.access-board.gov/ict/), and (v) the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables. Contractor shall provide technical assistance to City when responding to reasonable accommodation

requests from City employees respecting their use of the Services provided under this Agreement.

11.3   Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4   Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law, including but not limited to AB-645, the Surveillance Technology Policy, and the San Francisco Administrative Code Section 19B.

11.5   Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1 (Notices to Parties) regarding change in personnel or place, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor must submit the Contract Modification Form (CMD Form 10) along with the required supporting documentation to the CCO and obtain prior CCO approval for any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20%, and then for any subsequent amendment, modification, supplement, or change order that would result in a cumulative increase of the last CCO approved value by more than 20%.

11.6   Dispute Resolution Procedure

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7   Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue

for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8   Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9   Entire Agreement. This contract, including the Appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 ("Modification of this Agreement").

11.10   Compliance with Laws. Contractor shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11   Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12   Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13   Order of Precedence. The Parties agree that this Agreement, including all Appendices, sets forth the Parties' complete agreement. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms, City's terms shall take precedence. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14   Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests, and other legal requests (Legal Requests) related to any City Data under this Agreement, and in no event later than 24 hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including,

without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements

12.1.1 Contractor agrees that before any of its employees and Subcontractors drive large vehicles within the City and County of San Francisco, those employees and Subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletrainingstandards. This requirement does not apply to drivers providing delivery services who are not employees or Subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

12.1.2 By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars ($1,000) per employee or Subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 13 Data and Security

13.1 Management of City Data

13.1.1 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City. Contractor warrants that the CPMS does not maintain, store, or export City Data using a database structure, data model, entity relationship diagram or equivalent.

13.1.2 Use of City Data. Contractor shall comply with applicable law in the use of City Data, including but not limited to AB-645, the Surveillance Technology Policy, and San Francisco Administrative Code Section 19B. Contractor agrees to hold City Data received from, created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose

City Data except as permitted or required by the Agreement, and as otherwise authorized in writing by City. Any work by Contractor or its authorized Subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City's City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.1.3 Access to and Extraction of City Data. City shall have access to City Data 24-hours a day, 7 days a week. The CPMS shall be capable of creating a digital, reusable copy of City Data, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, without limitation, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. City Data that is stored in binary formats, including without limitation portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was loaded into the CPMS. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this Section, non-proprietary formats include formats for which royalty-free codecs are available to End Users. Contractor warrants that City shall be able to extract City Data from the CPMS on demand, but no later than 24-hours of City's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees to Contractor).

13.1.4 Backup and Recovery of City Data. As a part of the CPMS Services, Contractor is responsible for maintaining a backup of City Data and for an orderly and timely recovery of such data in the event of data corruption or interruption of the CPMS Services. Unless otherwise described in Appendices A and/or B, Contractor shall maintain a contemporaneous backup of City Data that can be recovered within the requirements in this Agreement and as outlined in Appendix D and maintaining the security of City Data as further described herein. Contractor's backup of City Data shall not be considered in calculating storage used by City.

13.1.5 Data Breach; Loss of City Data. In the event of any Data Breach, act, CPMS Software Error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical,

technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable:

(a)   Notify City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify:

      (i)   the nature of the unauthorized access, use or disclosure;

      (ii)   the Confidential Information accessed, used or disclosed;

      (iii)   the person(s) who accessed, used, disclosed and/or received protected information (if known);

      (iv)   what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and

      (v)   what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

(b)   In the event of a suspected Breach, Contractor shall keep City informed regularly of the progress of its investigation until the uncertainty is resolved;

(c)   Contractor shall coordinate with City in its breach response activities including without limitation:

      (i)   Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;

      (ii)   Promptly (within 2 business days) designate a contact person to whom City will direct inquiries, and who will communicate Contractor responses to City inquiries;

      (iii)   As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by City, and undertake appropriate response activities;

      (iv)   Provide status reports to City on Data Breach response activities, either on a daily basis or a frequency approved by City;

      (v)   Make all reasonable efforts to assist and cooperate with City in its Breach response efforts;

      (vi)   Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach; and

(vii) Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City.

(d) In the case of PII or PHI, at City's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals;

(e) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than twenty-four (24) months following the date of notification to such individuals;

(f) Perform or take any other actions required to comply with applicable law as a result of the occurrence;

(g) Recreate lost City Data in the manner and on the schedule set by City without charge to City; and

(h) Provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

(i) Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at City's election) information that may include: name and contact information of Contractor's (or City's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

(j) Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

(k) City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Contractor to do so.

13.2 Proprietary or Confidential Information

13.2.1 Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or Services under this Agreement may involve access to City Data, which includes proprietary or Confidential Information.

Contractor and any Subcontractors or agents shall use City Data only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of City Data, including but not limited to AB-645, the Surveillance Technology Policy, and the San Francisco Administrative Code Section 19B, and only as necessary in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of City Data shall be deemed a material breach of this Agreement, for which City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, City may bring a false claim action against Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar Contractor. Contractor agrees to include all of the terms and conditions regarding City Data contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

13.2.2 Obligation of Confidentiality. Subject to San Francisco Administrative Code Section 67.24(e), any state open records or freedom of information statutes, and any other applicable laws, Contractor agrees to hold all City Data in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such City Data to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such City Data for any purposes whatsoever other than the performance of this Agreement. Contractor agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all City Data confidential.

13.2.3 Nondisclosure. Contractor agrees and acknowledges that it shall have no proprietary interest in any City Data and will not disclose, communicate or publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by City, any of City Data it produces, receives, acquires or obtains from City. Contractor shall take all necessary steps to ensure that City Data is securely maintained. Contractor's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event Contractor becomes legally compelled to disclose any City Data, it shall provide City with prompt notice thereof and shall not divulge any information until City has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by City are unsuccessful, or City otherwise waives its right to seek such remedies, Contractor shall disclose only that portion of City Data that it is legally required to disclose.

13.2.4 Litigation Holds. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

13.2.5 Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall retain and preserve

City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

13.2.6 Cooperation to Prevent Disclosure of City Data. Contractor shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any City Data. Without limiting the foregoing, Contractor shall advise City immediately in the event Contractor learns or has reason to believe that any person who has had access to City Data has violated or intends to violate the terms of this Agreement and Contractor will cooperate with City in seeking injunctive or other equitable relief against any such person.

13.2.7 Remedies for Breach of Obligation of Confidentiality. Contractor acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to City, which damage may be inadequately compensable in the form of monetary damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available, to include, at the sole election of City, the immediate termination of this Agreement, without liability to City.

13.2.8 Surrender of City Data upon Termination. Upon termination of this Agreement, including but not limited to expiration of the term, early termination or termination for convenience, Contractor shall, within five (5) calendar days from the date of termination, return to City any and all City Data received from City, collected or created by Contractor on behalf of City, which are in Contractor's possession, custody, or control. The return of City Data to City shall follow the timeframe and procedure described further in this Agreement (Article 8).

13.2.9 Data Security. To prevent unauthorized access of City Data,

(a) Contractor shall at all times during the Term provide and maintain up-to-date security systems and procedures, and adjust its security systems and procedures in response to relevant changes in technology, with respect to (a) the Services, (b) Contractor's Website, (c) Contractor's physical facilities, (d) Contractor's infrastructure, and (e) Contractor's networks.

(b) Contractor shall provide security for its networks and all Internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs.

(c) Contractor will maintain appropriate safeguards to restrict access to City Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor.

(d) For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., most current industry standard encryption for transport and storage, such as the National Institute of Standards and

Technology's Internal Report 7977 or Federal Information Processing Standards [FIPS] 140-2 [Security Requirements for Cryptographic Modules] or FIPS-197 or successors, intrusion prevention/detection or similar barriers) and secure authentication (e.g., password protected) access to hosted City Data.

(e) For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City Data.

(f) City Data shall be encrypted at rest and in transit with controlled access.

(g) Contractor will establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect City Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 5 or its successor, NIST Special Publication 800-18 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(h) Contractor warrants to City compliance, in performing its obligations hereunder, with the following (as periodically amended or updated) as applicable:

(i) The California Information Practices Act/California Consumer Privacy Act (Civil Code §§ 1798 et seq);

(ii) The European General Data Protection Regulation ("GDPR");

(iii) Relevant security provisions of the Internal Revenue Service (IRS) Publication 1075, including the requirements that Data not traverse networks located outside of the United States;

(iv) Relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Guidelines;

(v) Relevant security provisions of the Social Security Administration (SSA) Document Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration;

(vi)	Relevant security provisions of the Criminal Justice Services (CJIS) Security policy;
(vii)	Relevant security provisions of the Medi-Cal Privacy and Security Agreement between the California Department of Health Care Services and the County of San Francisco.

13.2.10 Data Privacy and Information Security Program. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program and procedures in response to relevant changes in technology and internal and external threats to information security, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of City Data; (iii) protect against unauthorized disclosure, access to, or use of City Data; (iv) ensure the proper disposal of City Data; and (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.2.11 City's Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement, without limitation and without liability, if City reasonably determines that Contractor fails or has failed to meet its obligations under this Article 13.

13.2.12 Data Transmission. Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (e.g. HTTPS or SFTP or most current industry standard established by NIST). All City Data shall be downloaded to City through a secured API designated by City for City's use. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Contractor is prohibited from accessing City Data from outside the United States except as provided for in Section 4.2.2(b)(ii) of this Agreement.

13.3 American Institute of Certified Public Accounts (AICPA) Audit Reports

13.3.1 Contractor shall provide to City, on an annual basis, an SSAE 18 Audit Report, to be conducted by an independent third party ("Audit Reports") (if Contractor is using a hosting service provider, Contractor shall provide such Audit Reports it receives from its service provider or providers) as follows: (a) the Audit Reports shall include a 365 day (12-month) testing period; and (b) the Audit Reports shall be available to City no later than thirty (30) days after they are received by Contractor. If Contractor receives a so-called "negative assurance opinion," or the annual Audit Report finds a material data privacy or information security issue, Contractor shall notify City of such opinion within three (3) days of receipt by Contractor.

Contractor shall implement reasonably required safeguards as identified by any audit of Contractor's data privacy and information security program or promptly notify City in writing if Contractor is unable to implement mitigation measures to address the issue(s). Upon any such notification, City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

13.3.2 Audit of Contractor's Policies. Contractor agrees to make its policies, procedures and practices regarding Data Security available to City, if needed, and agrees that City reserves the rights, including, but not limited to, making a site visit, scanning for malicious codes, and hiring a third-party to perform a security audit if City determines that the Audit Report is unsatisfactory.

13.3.3 Information Security Audits. Contractor must contract with an independent third party to perform yearly information security audits of their primary and backup Data Centers. The annual audits must include an outside penetration/vulnerability test, and internal penetration and vulnerability tests with the third-party directly on the internal network. The summary results of the audits must be shared with City. All audit findings must be remedied.

13.3.4 Audit Findings. Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

13.4 Payment Card Industry ("PCI") Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.4.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.4.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (https://www.pcisecuritystandards.org/index.shtml). Compliance with the PCI DSS shall be achieved through a third-party audit process. Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.4.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.4.4   For items 13.4.1 to 13.4.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.4.5   Contractor shall be responsible for furnishing City with an updated PCI compliance certificate thirty (30) calendar days prior to its expiration.

13.4.6   **Bank Accounts**. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third-party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector. Notwithstanding the foregoing, if the City or County of San Francisco require Contractor to serve as the "Merchant of Record", then funds shall be deposited into an account held by the Contractor as a limited agent on behalf of the City and County of San Francisco. Contractor shall transfer such funds into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector on a daily basis.

Article 14   Force Majeure

14.1   **Liability**. No Party shall be liable for delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"). In the case of a Force Majeure Event, Contractor shall immediately commence disaster recovery services as described in Section 14.4.

14.2   **Duration**. In a Force Majeure Event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two (2) days of the inception of such delay) describing the nature of the delay and the non-performing Party's estimate of the length of the delay.

14.3   **Effect**. If a Force Majeure Event substantially prevents, hinders, or delays performance of the Services as critical for more than fifteen (15) consecutive days, then at City's option: (i) City may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) City may terminate this Agreement without liability to City or Contractor as of a date specified by City in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from City for costs or expenses incurred by Contractor as a result of any force majeure condition that lasts longer than three (3) days.

14.4   Disaster Recovery. In the event of a disaster, as defined below, Contractor shall provide disaster recovery services in accordance with the provisions of the disaster recovery plan attached as Appendix D hereto, or as otherwise set forth in this Agreement or any Statement of Work. Notwithstanding Section 14.1, a Force Majeure Event shall not excuse Contractor of its obligations for performing disaster recovery services as provided in this Section. In the event that a disaster occurs and Contractor fails to restore the hosting services within 24 hours of the initial disruption to Services, City may, in its discretion, deem such actions to be a material default by Contractor incapable of cure, and City may immediately terminate this Agreement. For purposes of this Agreement, a "disaster" shall mean an interruption in the hosting services or the inability of Contractor to provide City with the CPMS and hosting services for any reason that could not be remedied by relocating the CPMS and hosting services to a different physical location outside the proximity of its primary Data Center.

14.5   Acknowledgment of Obligations. Contractor expressly acknowledges and agrees that in no circumstance will a Force Majeure Event relieve it from any of its security, disaster recovery, and/or business continuity obligations set forth in this Agreement. Additionally, obligations of indemnification under this Agreement will not be relieved, delayed, or limited due to Force Majeure Events.

Article 15   MacBride and Signature

15.1   MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

Article 16   Appendices

16.1   Appendices. The following appendices are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

Appendices:

A. Scope of Work

B. CPMS and Hosted Services

C. Calculation of Charges

D. Service Level Obligations – ASE Systems

E. Service Level Obligations - CPMS

F. Disaster Recovery Plan

G. Technical Specifications – ASE Systems

H. AB-645

I. [Draft] Surveillance Technology Policy

J. Implementation Schedule

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	**American Traffic Solutions, Inc. dba Verra Mobility**
_____ Jeffrey P. Tumlin Director of Transportation	_____ Jon Baldwin Executive Vice President Government Solutions
Authorized By: Municipal Transportation Agency Board of Directors	Acknowledgement of Large Vehicle Driver Safety Training Requirements:
Resolution No: _____	By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.
Adopted: _____	City Supplier Number: **000025532**
Attest: _____ Secretary to the Board	
Approved as to Form: David Chiu City Attorney	
By: _____ Annie Smiddy Deputy City Attorney	

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**Appendix A
Scope of Work**

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

Definitions:

Term	Description
AB-645	means California Assembly Bill 645, attached as Appendix H and incorporated by this reference, as interpreted by the City Attorney's Office.
Administrative Hearing	also referred to as "Hearing" means an administrative hearing of the Citation pursuant to Vehicle Code section 22427 subsection (b). The second level of review for a contested Citation.
Administrative Review	means the initial review of a Citation pursuant to Vehicle Code section 22427 subsection (a). The first level of review for a contested Citation.
Appeal	means an appeal to the trial court for review of the Citation pursuant to Vehicle Code section 22428.
ASE Program	refers to all ASE Systems in 33 locations in the City, and the CPMS and additional processing and support services required for photographic traffic enforcement for Notices of Violation in compliance with AB-645.
ASE System	refers to a fixed speed camera system that utilizes automated equipment to detect a violation of speed laws and obtains a clear photograph of a speeding vehicle's license plate.
Business Day	Monday, Tuesday, Wednesday, Thursday and Friday, excluding holidays.
Contractor	refers to the successful Proposer in this Solicitation.
Citation	also referred to as "Notice of Violation" and means a notice to a registered owner of a vehicle for a violation of a speed law detected by a speed safety system operated pursuant to AB-645 for which a civil penalty will be charged under California Vehicle Code section 22426.
CPMS	means Citation Processing Management System, the licensed and hosted computer program. The CPMS may include Contractor provided Third-Party Software.

Term	Description
Hearing	also referred to as "Administrative Hearing".
Notice of Correspondence	means any written communication associated with enforcing speed violations detected by the ASE Systems, including but not limited to: warning notices, Citations, and notices pertaining to the Review of a Citation Protest.
Notice of Violation	also referred to as "Citation", and means a notice to a registered owner of a vehicle for a violation of a speed law detected by a speed safety system operated pursuant AB-645 for which a civil penalty will be charged under California Vehicle Code section 22426.
Proposer	refers to any entity, including JVs, submitting a response to this Solicitation.
Proposer's Team	is comprised of any combination of Proposer, all JV partners, the designers, engineers, subconsultants, subcontractors, and key personnel.
Protest	means a request by the recipient of a Citation for an Administrative Review, Administrative Hearing, or Appeal of the Citation.
Registered Owner	means the person or business with legal ownership and responsibility for a vehicle as established by the official records of the California DMV or other state vehicle registry.
Task	means objective or work to be completed as described in this Scope of Work; collectively, "Task" refers to all Tasks identified in this Scope of Work.
User	means a person accessing CPMS or its subsystems.
Warning Notice	means a notice to a registered owner of a vehicle for a violation of a speed law detected by a speed safety system operated pursuant to AB-645 for which no civil penalty will be charged.

A.   Project Overview

The SFMTA is seeking Proposals with demonstrated experience to implement and provide for the design, installation, maintenance, and operation of an ASE Program. The SFMTA seeks the following types of photo enforcement: fixed speed cameras. Where possible, the 33 ASE Systems will be positioned to enforce both approaches of traffic on two-way roadways. In the

sole discretion of the SFMTA, the Contractor will be required to remove, relocate, and/or replace the ASE Systems at no additional charge to the SFMTA.

The Contractor shall be responsible for providing the SFMTA with a fully-tested, calibrated, turn-key, 24 hours per day / 7 days per week ASE Program, to capture photographic data of speeding that, upon review and approval by SFMTA staff, substantiates speed infractions committed by the vehicle driver in compliance with AB-645.

The ASE Program encompasses a vendor-provided and supported architecture of firmware, hardware, and secure hosted CPMS to provide services using the most current and accepted security and encryption protocols in compliance with the Surveillance Technology Policy attached hereto and incorporated herein by this reference.

B. Specific Tasks

Task 1: System Planning and Design

Task 1.1: In coordination with the SFMTA, plan and design each ASE System connecting with a designated City infrastructure asset (City-owned streetlight pole, City-owned traffic signal, or other existing City-owned asset identified by SFMTA). The ASE Systems shall only be triggered by speeding vehicles; they shall not record data unless triggered by a speeding vehicle.

Task 1.2: Conduct necessary analysis such as but not limited to site and structural analysis, and field locating of assets. Obtain the necessary permits, approvals, and certifications as required by the applicable governmental entity having jurisdiction within the public right of way.

Task 1.3: Design ASE Systems in compliance with AB-645, and the Technical Requirements included Appendix G, incorporated herein by this reference.

Task 1.4: Perform project management functions such as leading project meetings and field visits.

Deliverable 1: Complete set of plans signed and sealed by the vendor's licensed engineer registered in the state of California for review and approval through the SFMTA.

Task 2: Data Collection and Evaluation

Task 2.1: Gather speed-related data before mobilization and installation of any ASE System component.

Task 2.2: Collect, manage, maintain, and provide violation-related data during operation of any ASE System component.

Task 2.3: Conduct evaluation of data as required throughout the ASE System life cycle (including but not limited to before and after speed studies, violation rates, and other data required under AB-645).

Task 2.4: Collect, manage, maintain, and provide photographic evidence of Notice of Violations in accordance with retention requirements in AB-645 and the Surveillance Technology Policy.

Deliverable 2: At a minimum, monthly generated reports containing the quantity of possible traffic violations, quantity and reasons for citation rejections, number of warning letters and Notices of Violation mailed each day, number and speed of vehicle passes, and any other data commonly collected by the photo enforcement system that will assist in the evaluation of each approach.

Task 3: Installation, Relocation and Removal of ASE Systems

Task 3.1: Install the ASE Systems in accordance with AB-645, the plans described in Task 1, and design review and permitting requirements. Contractor shall retain ownership of the ASE System equipment, but City shall own all City Data, as defined in the Agreement. Contractor shall be properly licensed to perform the work called for by this Scope of Work and the Contract documents, and shall remain so during performance of the work described in this Scope of Work. Contractor will use only properly licensed subcontractors. Related tasks include but are not limited to construction kick-off meetings, traffic control, attachments on existing poles or new pole construction and installation, signage, and electrification.

Task 3.2: The SFMTA anticipates the potential relocation of certain ASE Systems to comply with Vehicle Code section 22425 subsection (p). At the sole discretion of the SFMTA, Contractor shall relocate or remove any ASE System component upon request by the SFMTA in accordance with the applicable plans that include Engineering drawings and Construction design, and design review and permitting requirements.

Task 3.3: Upon the end or termination of the contract or by direction of the SFMTA, remove ASE System components in accordance with applicable plans.

Task 3.4: Prepare, approve, and provide as-built plans that reflect any subsequent modifications, upgrades, or adjustments.

Deliverable 3: Monthly progress reports prior to installation of the ASE Systems, construction schedules, permits, approvals, and as-builts.

Task 4: Operationalize ASE Systems

Task 4.1: Perform acceptance testing to verify the ASE Systems substantially conforms to the SFMTA's specifications and requirements. The contractor shall work with SFMTA staff to develop mutually agreed upon acceptance testing criteria in writing.

Task 4.2: Activate all ASE Systems concurrently, or as otherwise requested by the SFMTA in writing.

Task 4.3: Conduct responsive adjustments to hardware and firmware as required due to changes to speed limits or traffic signals.

Task 4.4: Conduct speed enforcement based on the speed tolerance outlined in AB-645.

Task 4.5: Provide qualified personnel to conduct on-site field visits to inspect the ASE Systems with SFMTA staff.

Deliverable 4: Matrix of activation and deactivation options for ASE Systems, responsive operational adjustments.

Task 5: ASE Program Maintenance

Task 5.1: Regularly maintain the ASE Systems to ensure good working order, with service interruption under 5%, and ensure they are updated and upgraded with current technology and other information requirements at no cost to the SFMTA.

a) Contractor shall be responsible for quarterly inspection of poles and equipment related to the ASE Systems, including checking for damage, vandalism, structural integrity, and unauthorized posting of materials or graffiti. Unauthorized postings and graffiti will be removed expeditiously and costs will be absorbed by the Contractor.
b) Maintenance of each ASE System must be accomplished with minimal traffic lane obstruction.

Maintenance of each ASE System must be accomplished with minimal traffic lane obstruction.

Task 5.2: Verify ASE System calibration and certification at least every 60 days for each ASE System.

Task 5.3: Provide emergency repair services to ASE Systems that experience failures. Provide a 24-hour emergency contact number for SFMTA employees to contact in case of emergency situations.

Task 5.4: Report ASE Program equipment outages within 4 hours of occurrence. Include impact to data, firmware or hardware issues, and agency dashboard impacts and provide periodic updates regarding restoration of service. If the equipment cannot be made operational within 24 hours of when issue occurred, the camera or other equipment will be replaced at no charge to the SFMTA. Unless otherwise approved by the SFMTA, equipment being replaced due to damage, defacement or inoperability must be replaced with new equipment.

Task 5.5: Conduct monthly site visits to each ASE System, ASE location-specific sign, and ASE city-entrance sign to monitor conditions and proactively address maintenance. And certify that the ASE System is installed and operating properly. Each camera unit shall be calibrated in accordance with the manufacturer's instructions, and at least once per year by an independent calibration laboratory. Documentation of the regular inspection, operation, and calibration of each ASE System shall be retained at least 180 days after the date on which the ASE System has been permanently removed from use.

Task 5.6: Provide the SFMTA with accessible technical support for ASE Systems critical operations 24 hours per day, 7 days per week.

Task 5.7: Ensure the ASE Systems are updated and upgraded with current photo enforcement technology and other information assurance requirements and is approved by the SFMTA. As the Contractor develops and offers new products or upgrades of existing products, the Contractor will give the SFMTA the opportunity to upgrade to the newest product offerings. As new product offerings become available, the Contractor will provide written notice to the SFMTA detailing upgrades in technology and possible applicability to the system. The Contractor will not implement technology upgrades without the SFMTA's approval. Requests to employ technical upgrades shall be made in writing. Updates and upgrades to the ASE System will be at no charge to the SFMTA.

Deliverable 5A: Provide and report on a preventive maintenance program and in times of emergency, repair damaged of faulty equipment in order to achieve reasonable reliability and availability of the system.

Deliverable 5B: Certify speed safety system calibration at least every 60 days for each location.

Deliverable 5C: Maintain documentation of monthly monitoring of every ASE-related field asset that includes camera systems and signs.

Deliverable 5D: Provide ASE System updates and upgrades at no additional charge to the SFMTA.

Task 6: Training of SFMTA Staff on ASE Systems

Task 6.1: Provide training services and materials necessary to ensure the proper operation of the equipment and performance of those functions for which SFMTA staff will be responsible to review and/or testify.

Task 6.2: Provide two days of on-site classroom, field, and hands-on training in accordance with state law and AB-645 requirements for certification of ASE Systems. Upon request of the SFMTA, training for updates and refreshers will be available up to six times per contract year.

Task 6.3: Contractor ensures documentation is kept, and available upon request, of all training provided to SFMTA employees.

Deliverable 6: Deliver training sessions, inclusive of all supplemental training materials, throughout the year on an annual and as-needed basis for SFMTA personnel who will operate the ASE System, review photographic evidence and related violation data, and/or testify in administrative proceedings and any other personnel deemed necessary by the SFMTA within the first 3 months following contract execution and up to every 3 months as needed thereafter.

Task 7: Manage Administration of Violation Life Cycle

Task 7.1: Provide the SFMTA with a secure and integrated ASE Program that provides for the complete life-cycle of Notice of Violation processing from violation event through to final disposition that allows designated staff to review, reject, or approve issuance. Authorized SFMTA personnel shall have the ability to perform function including: approve/disapprove events, view all scanned images, search/view/update/print all event information, dismissing or voiding events, see the full history of a violation showing and person or automated transaction of the violation event and any changes that are made.

Task 7.2: Gather violation data, review data using quality control measures, send potential violations to SFMTA for review and validate, process validated violations as Notices of Violation (or warnings when applicable), track the citation disposition (e.g. payment, trial, dismissal type, or class), and administer returned mail in coordination with the SFMTA and in accordance with AB-645 and the Surveillance Technology Policy.

Task 7.3: Be available for periodic spot checks of violation administration to ensure correct violation processing procedures are being followed and being done in the appropriate timeframe as outlined in AB-645 Spot checks will be performed regularly by authorized SFMTA staff.

Task 7.4: Capture, store, and make immediately available volumetric data (i.e. speed breakdown, time of day volume, etc.) from each ASE System site. Individual camera site data shall be easily retrievable and shall be able to be imported by SFMTA staff into XLS, CSV, or other mutually agreed upon format.

Task 7.5: Provide maximum image clarity compatible with the ASE Systems capable of capturing Image A, Image B, Plate Images and all data required are the areas of primary concern with this requirement. All images shall be stored in color and made available in JPG, BMP, GIF, TIFF, MPEG and AVI file formats or other mutually agreed upon format. Contractor shall make all archived photo enforcement images, and related information (metadata) available for authorized SFMTA staff.

Deliverable 7A: Collect and process digital images and violation data, conduct image and data quality review at every stage, update violation vehicle information to identify the vehicle, and then forward the information, violation data, and photographic evidence to the SFMTA for review and determination whether a citation should be issued. Forward the necessary images within 72 hours following the event.

Task 8: Maintain Data and Records

Task 8.1: All data collected from the ASE Systems is confidential and must be maintained in compliance with applicable laws, including but not limited to AB-645, the Surveillance Technology Policy, and San Francisco Administrative Code Section 19B. Contractor is prohibited from sharing, repurposing, or monetizing collected data, except as specifically authorized by the SFMTA. Contractor shall ensure the confidentiality, integrity, and availability of collected data by employing appropriate safeguards to properly protect components of the overall system architecture.
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Task 8.2: Provide a secure database to store violation data and imagery (still images) to support the tasks and services related to the processing of Notices of Violation.

Task 8.3: Provide secure web-based dashboards to view photographic evidence of the violation and related violation data of any rejected violation or violation resulting in a citation. The dashboards' public login pages and all screens upon login shall provide contractor contact information.

Task 8.4: Provide a standard relational database to allow authorized SFMTA personnel to easily enter, access, search, and sort the database by various parameters including but not limited to: date of event, violation or alert tracking number, time of event, location of event, vehicle registration plate information, vehicle registration plate issuing state, specific lane in which the event occurred, non-processing reject code, average speed of detected vehicles, highest violator speed per site (daily, weekly, monthly), rejects/approvals/performance by SFMTA personnel, and error alert type by date and location.

Deliverable 8: Provide secure online dashboards for processing, reviewing, retrieving, exporting, storing, maintaining, and analyzing all citation-related data as well as traffic data collected by the system.

Task 9: Citation Processing and Management System Technical Requirements

a) The SFMTA shall oversee, maintain control, and have the final decision over all enforcement activities, including the determination of when a Citation should be issued.
b) All CPMS and related systems and modules shall be web-based and compatible with all widely used browsers, including Internet Explorer, Chrome and FireFox.
c) CPMS compatibility shall be with the latest supported version and one previous version.
d) Contractor shall be responsible to establish and maintain an alternate location from the primary data storage center. All data centers used in conjunction with the Agreement must be located within the continental United States.
e) Contractor shall also provide the following:

  i. Sufficient technical personnel so that in the event of hardware or software failure, diagnostic and corrective measures can support the system availability requirements in Task 9.1 below.
  ii. Backup and recovery procedures that can be used to restore or recover data and entire CPMS.
  iii. Telephone and online support and training for end Users.
  iv. Process for application enhancements, testing and deployment, including client notification and acceptance for review and approval by SFMTA prior to implementation.
  v. Appropriate and current web application security project protocols. Contractor shall not modify any web application security protocols without written notification to and written approval from the SFMTA.

Task 9.1: CPMS Availability

a)   A fully tested and functioning CPMS shall be made available concurrent with operationalization of the ASE Systems.
b)   Contractor shall provide uptime to the CPMS and Hosted Services to achieve a 99.9% Service Level Availability.
c)   Exceptions can be made in the sole discretion of the SFMTA, if requested prior to incident and approved in writing by the SFMTA.
d)   The Contractor shall not be responsible for unavailability caused by third-party providers (e.g. wireless communication vendors) or SFMTA network.

Task 9.2: Security

Contractor shall provide for the following security measures for CPMS related hardware, software and support services:
a)   Ability to restrict SFMTA staff access to the system by time of day.
b)   Ability to restrict SFMTA staff access based upon proper authorization and authentication.
c)   Unique User access identification that shall be reviewed and validated quarterly.
d)   Audit trail of any modification to Customer records or User access parameters.
e)   Transaction histories with date, time and identification of every transaction.
f)   Strict control and reconciliation procedures for every system update.
g)   Software virus detection and control.
h)   Appropriate back up and archiving techniques that are periodically tested and evidenced.
i)   The appropriate procedures to ensure that no sensitive printed or system information is accessible.

Task 9.3: Warning Notices

The CPMS shall support the issuance of Warning Notices rather than Citations for violations detected by the speed safety systems during the first 60 calendar days of enforcement under the ASE Program. If additional systems are utilized on additional streets after the initial program implementation, the CPMS shall support the issuance of Warning Notices rather than Citations detected by the new speed safety systems during the first 60 calendar days of enforcement for the additional streets added to the program.

In addition, the CPMS shall ensure that a vehicle's first violation within a designated jurisdiction for traveling 11 to 15 miles per hour over the posted speed limit is a Warning Notice, as required by AB-645.

The CPMS shall support all phases of processing Warning Notices, and shall record when a Warning Notice has been issued. The CPMS shall perform the following functions for processing Warning Notices:

a)   Ensure that each electronically generated Warning Notice has a unique number of algorithm check digits to avoid duplication.

b)   Maintain for viewing and reproduction by end User of electronic facsimiles of all warning notices attached to each Citation record.
c)   Provide an audit trail that lists the status of all Warning Notices by number.

Contractor shall prepare the proposed Warning Notices for SFMTA review within 48 hours of the ASE System's detection of a violation of speed laws supporting a proposed Warning Notice. The SFMTA shall determine when a Warning Notice should be issued. Contractor shall comply with the statutory deadlines in mailing all Warning Notices.

Task 9.4: Citation Processing

The CPMS shall support all phases of Citation processing, from initial issuance of a Citation to final resolution by payment, dismissal, or other disposition. The CPMS shall perform the following functions for processing Citations:

a)   Ensure that each electronically generated Citation has a unique number of algorithm check digits to avoid duplication.
b)   Ensure compliance with warning notice requirements in AB-645 prior to issuing a Citation.
c)   Maintain for viewing and reproduction by end User .
d)   Provide an audit trail that lists the status of all Citations by number, regardless of whether a Citation was paid, damaged, destroyed, or otherwise disposed.

Task 9.5: DMV Data Integration

a)   Contractor must provide real-time integration with the California DMV to obtain registered owner (RO) information based on vehicle license number (VLN) from original Citation and update Citation records for Citation processing.
b)   The CPMS shall also use available communication mechanisms to obtain the same information from all other state motor vehicle registries where states allow such access.
c)   The CPMS shall record data for future use in authorized activities.
d)   Contractor must ensure that the CPMS will protect confidentiality for all data obtained from DMV and comply with all data confidentiality and security standards required by DMV or other state registries, and applicable state and local laws, including but not limited to AB-645, the Surveillance Technology Policy, and San Francisco Administrative Code Section 19B.

Task 9.6: Name and Address Processing

The CPMS shall perform the following name and address processing functions for violations involving vehicles displaying a California license plate or registered in the State of California.
a)   Obtain Registered Owner information.
b)   Process all DMV name and address transactions required to support SFMTA.

c) Process error messages resulting from returned DMV information and accurately update the information.
d) Request California Registered Owner information within three business days of a new Citation record being updated or entered into the database.
e) Accommodate the online manual entry of Registered Owner name and address information. The updated information shall be posted overnight to the CPMS.

Task 9.7: Warning Notice and Citation Inquiry

a) Contractor shall, through the CPMS, provide online, real-time access to all Warning Notice and Citation record detail, including Warning Notice and Citation data, registered owner information, and for Citations; status of payment, Review, etc.
b) The CPMS shall display cross-referenced information for the VLN, including registered owner name and address, name and address of any subsequent owners that have received Citations, detailed information on each Citation, total amount due, effective date of ownership, payment history data, and status indicators showing certain conditions, such as a bad check, credit card chargebacks, or unpaid administrative fees.

Task 9.8: Citation Detail

After all Warning Notice requirements of AB-645 have been met, for each violation of speed laws detected by an ASE System, Contractor shall prepare a proposed Citation, which must include a clear photograph of the license plate and rear of the vehicle only, and identify the specific section of the Vehicle Code violated, the camera location, and the date and time when the violation occurred. Contractor shall ensure that all Citations exclude images of the rear window area of the vehicle. The Citation shall include all of the following information:

a) The violation, including reference to the speed law that was violated, the speed of the vehicle, the speed limit for the road on which the violation occurred, and verification of the most recent calibration of the system in accordance with paragraph (3) of subdivision (d) of Vehicle Code Section 22425.
b) The date, approximate time, and location where the violation occurred.
c) The vehicle license number and the name and address of the registered owner of the vehicle.
d) A statement that payment is required to be made no later than 30 calendar days from the date of mailing of the notice of violation, or that the violation may be contested pursuant to Vehicle Code Section 22427.
e) The amount of the civil penalty due for that violation and the procedures for the payment of the civil penalty or for contesting the notice of violation.

Contractor shall prepare the proposed Citations for SFMTA review within 48 hours of the ASE System's detection of a violation of speed laws supporting a proposed Citation. The SFMTA shall determine when a Citation should be issued. Contractor shall comply with the statutory deadlines in mailing all Citations.

The CPMS shall also provide the following information for all Citation records:

a) Summary Citation Data: Citation number, VLN and state of issuance, issue date and time, location, amount due, and current processing status.

b) Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code.

c) Vehicle Data: VIN, vehicle make, vehicle color, vehicle type, Registered Owner information and effective date of vehicle ownership.

d) Financial Data: The original Fine amount plus the dates and amounts of any penalties or fees that have accrued.

e) Mail Data: The mail date and description of all Notices or Correspondence letters mailed, including any return or forwarding mail information.

f) Adjudication Data: The date and time of any Administrative Review, Hearing, or Appeal and subsequent decision.

g) Protest Data: Date and disposition of Protests of Citations.

h) Suspend Data: The date and time a temporary suspension is applied to a Citation that stops normal Citation processing, the identification of the person implementing the suspension, type of suspension, and the date that suspension is to be removed.

i) Correspondence and Notice Data: The date, time, code, and description of all Correspondence and Notices mailed relating to a Citation.

j) Payment Data: Payment date, payment source (by mail, in-person, online), payment amount, method of payment (cash, check, etc.).

Task 9.9: Electronic Imaging

a) The CPMS will enable internal and, to a limited extent, external Users to upload electronic or hard copy documents, files, e-mails, etc. to the Citation or other permanent account record.

Task 9.10: Pay-By-Web (PBW) Services

Contractor shall provide services that accept payments for Citations via the internet using a debit or credit card. Contractor shall balance all transactions and transferred amounts, and resolve any discrepancies. Contractor shall have the capacity to identify through the CPMS the distribution of funds through formulas required by the SFMTA and state law.

Services shall include the following:

a) Full compliance with Level 1 Payment Card Industry Data Security Standards including mandated updates. The Contractor shall act as Merchant of Record, unless the SFMTA exercises its right to assume this function.

b) Full integration with CPMS with the ability for the SFMTA to audit all transactions made via the internet.

c) All payments shall be recorded and updated in the CPMS.

d)   Detailed information regarding each transaction, including last four digits of the credit card number, registration, date and time of transaction, authorization status, and amount of payment shall be captured and retained.

e)   The service shall provide operational and management reports and appropriate audit trails to monitor the performance of the system.

f)   Contractor shall submit a summary of the previous day's transactions to the SFMTA of all Citation CPMS shall be integrated with cashiering to allow for SFMTA staff to process transactions and accept payment.

g)   Ability to perform research and payment investigations based on storage of muted credit card number.

h)   Revenue received shall be deposited daily to the SFMTA designated account through electronic transfer.

Task 9.11: Cashiering Support

a)   Contractor shall provide a fully integrated cashiering system for in-person Citation payments.

b)   Contractor shall provide access to system at the SFMTA Customer Service Center.

c)   Contractor shall ensure that the cashiering system shall operate in a real-time mode, and shall provide the capability of accepting payments during periods when data communication lines are temporarily inactive. The system shall be capable of transferring transactions to the processing database within 15 minutes after data communication lines are restored.

d)   Contractor shall ensure that the cashiering system performs the following functions:
  i)   Retrieval of information from the CPMS database such as Citation status, vehicle history, and DMV inquiries.
  ii) Print a detailed payment receipt.
  iii) Creating a clear, auditable record of payments received including options for imaging of check or money order rendered at SFMTA Customer Service Center.

e)   Incorporation of security and financial control measures including, at a minimum:
  i)   Password security to gain access to the CPMS.
  ii) Segregated cash out by operator.
  iii) Automatic check endorsement.
  iv) Separate totals for cash, check, money order and credit/debit card transactions.
  v)   Operator name or User ID, date and time as a record for each payment or adjustment transaction.

f)   Reconcile payment transactions, including:
  i)   Balancing of monies received in a Summary of Revenue Distributions report that automatically generates a listing of the totals by method of payment.
  ii) The ability to balance out each cashier or workstation register with the receipts generated at the register as needed. Separate deposit preparation for each cashier prior to pick up.
  iii) The ability to provide ad-hoc, query-able reporting to build and customize reports by field for accounting and reconciliation needs.

Task 9.12: Web Portal

Contractor shall maintain a web portal to allow Customers to view status of Citations, including payments received, Citation Protest review status, and late penalties applied to the satisfaction of the SFMTA.

Task 9.13: Notices and Correspondence

The CPMS shall provide the following Citation notice and Correspondence functions in compliance with time periods set forth in AB-645:

a) Print and mail all approved Notices and Correspondence daily. Provide an image management system that tracks and processes incoming Correspondence and permit viewing of scanned Correspondence. Print and mail approved Notices of Violation daily (excluding weekends and approved City holidays).
b) Provide an automated Correspondence function that allows SFMTA staff to automatically generate form letters to the satisfaction of the SFMTA.
c) CPMS shall automatically generate all Notices mailed for Citations processing.
d) Contractor shall comply with all U.S. Postal Service requirements applicable to pre-sorting, bar coding, and first class mail including the U.S. Postal Service's "Domestic Mail Manual".
e) Daily batch processing and printing of decision letters and complete electronic image updated to file, including all Customer specific information; Correspondence will be held for 24 hours after decision for internal quality control.

Deliverable 9.1: Perform acceptance testing on CPMS Software prior to implementation of the ASE Systems and within the timeframe identified in the Implementation Schedule to ensure CPMS meets requirements identified in Tasks 9-12 of this Scope of Work.
Deliverable 9.2: Implementation of CPMS that meets the requirements identified in Tasks 9-12 of this scope of Work.
Deliverable 9.3: Preparation of a Routine Maintenance Plan prior to implementation of CPMS.
Deliverable 9.4: As-needed troubleshooting and technical support for CPMS to maintain Levels of Service identified in Appendix A, B and C.

Task 10: Support Services for SFMTA Review and Disposition of Citation Protests

The CPMS shall provide a fully integrated adjudication module to allow for the effective and timely processing of requests for administrative review in compliance with AB-645 and applicable law.

Task 10.1: Protest Submission

Contractor shall provide the ability for Customers to submit Protests for Administrative Review and Administrative Hearings by telephone, in writing, electronically, or in person. Customizable business rules including review submission timeline requirements and payment deposits, if applicable, must be applied to all submissions and automated responses and/or Notices shall be mailed to Protestor if their submission request does not meet the business rule requirements for review.

Contractor shall establish a review queue system and assign Protests received by categories established by the SFMTA.

Task 10.2: Citation Protest Processing

The CPMS shall provide the following capabilities related to the processing of Administrative Reviews, Administrative Hearings and Appeals:

a) Allow reviewers to process reviews either by accessing the pending review queue or by license plate or by Citation number.
b) Automatically place a "hold" or "suspend" on the Citation payment deadlines pending Review.
c) Ability to capture information describing the disposition following Administrative Review Administrative Hearing or Appeal, including denial or approval of the Protest, date and time of the Review, the person conducting the Review, and the reason for denial or approval of the Protest.
d) Provide a "comments" field for each VLN that will allow both the first level reviewers and the Hearing Division to enter notes about a particular VLN, and a separate "comments" field for each Citation.
e) Ability to enter a decision upholding or denying a Protest or a pending status.
f) Allow for an option of a deposit payment or a hearing deposit waiver form for a hearing to be applied to a Citation.
g) Online real-time updating of disposition at the time of a Hearing Officer's decision, the hearing type (in person, by mail or by telephone), the hearing date and any Fines or fees due. The system shall also provide a complete audit trail of all information relating to each Protest and resulting disposition.

Task 10.3: SFMTA Decisions Upholding Protests

Contractor shall, through the CPMS, automatically issue refunds to Protestors who prevail Protests upon Citation record update by SFMTA staff.

Task 10.4: Processing Administrative Review and Hearing Decision Letters

a)   The Contractor shall provide a flexible system to generate Administrative Review and Hearing decision letters, as well as other related Correspondence, matching the action or decision associated with the Citation record activity.

b)   The Correspondence system shall be pre-populated with template letters that allow for easy customization and modification by authorized SFMTA staff.

c)   The system shall include spell-check and pre-populate with Citation record detail.

d)   All letters shall be automatically attached the Citation record upon processing and the Citation record updated with corresponding decision, date and User.

e)   The User shall have the ability to edit documentation, paste and edit text with basic word processing features, including spell check and document formatting with the option to generate a letter and/or email Correspondence.

f)   All Correspondence shall be tracked, retained and accessible for the associated case file.

g)   At the conclusion of the Administrative Review, the system shall promptly generate and mail a notice explaining the disposition in sufficient detail so that the Protestor is able to understand why the Protest was denied or upheld; the notice shall also explain the appeal procedures if the Protestor wishes to request an Administrative Hearing.

h)   The form and content of the notice shall be subject to the approval of the SFMTA.

i)   The system shall attach an electronic final version of the letter and store it with the associated electronic case file.

j)   Allow for transmission of letters by e-mail if Customer agrees via online system. Email notifications shall be tracked by the system within each electronic case file and responses from notification recipients shall be recorded and retained within the associated electronic case file.

k)   The CPMS shall be capable of generating reports listing the Citation numbers at various stages or times in the Protest process so that the SFMTA can ensure Reviews are conducted in a timely manner in conformance with the law; for example, under Vehicle Code section 22427 subsection (b)(3), Hearings are required to be conducted within 90 days of a request for a Hearing, the CPMS needs to be capable of identifying cases not yet adjudicated that are nearing statutory deadlines.

Task 11: Financial Processing Services

The CPMS shall be required to provide an integrated, comprehensive and fully auditable financial processing system for all financial transactions.

Task 11.1: Inspection of Records

The SFMTA shall have the right to inspect Contractor's records, which include, but are not limited to: accounting records (hardcopy as well as computer data), written policies and procedures, organization charts, internal audit reports, all Correspondence, subcontractor files, reports, and any other documents relating to the performance of this Contract shall be open to inspection and subject to audit and/or reproduction by the SFMTA, SFMTA auditors, SFMTA attorney, or designees of the SFMTA as necessary to adequately permit evaluation and verification of Contractor's compliance with contractual provisions.

Task 11.2: Financial Reconciliation

a)   All monies and receipts deposited to SFMTA's bank accounts shall be balanced to revenue distribution reports based upon the Citations paid and fees collected as reflected on Contractor's CPMS. Contractor shall immediately research and resolve any discrepancies between processing logs/worksheets, batches, and databases. A written record of any such problems should be noted on the reconciliation worksheet. Contractor shall provide SFMTA the reconciliation and balancing reports that are approved by SFMTA staff.

b)   Should errors in reconciliation cause incorrect payment applications or transfers between Citations, Contractor shall have 48 hours from notification or discovery of errors to make corrections.

c)   Contractor shall provide a daily on revenue distribution report that is balanced to the cashiering system totals from all transactions that display the detailed breakdown by terminal and cashier ID and identifies categories of payments processed including SFMTA Customer Service Center, hearing deposits, credit/debit card, web payments and ACH payments.

d)   Contractor shall be required to perform and monitor all financial corrections and adjustment transactions that are applied to the CPMS and based upon the individual needs of the Customer. These include application of funds from one Citation to another and/or adjustments. Full documentation shall be created and filed to provide complete financial control over all exception processing.

e)   Contractor's SSAE18 audit report shall be produced in October and covers the year from the prior October to the September immediately preceding the report date. (e.g. the report for October 2017 covers October 2016 to September 2017).

To accommodate SFMTA internal audit requirements, the Contractor shall, in June of each contract year, provide the most recent report, and a bridge letter that provides report information from the date of the report to the end of the calendar year (i.e. In June 2025 the Contractor will provide the SSAE18 report completed in October 2024, and a bridge letter that covers the time from date of letter to December 31, 2024). The SFMTA understands that the period from January to June of the year following the report will not be reported until the next report is issued in October of the following year.

Task 11.3: Transaction Accounting

Contractor shall reconcile all transactions updated to the database based upon the individual needs of SFMTA. Contractor shall produce a daily cashier balancing report by individual cashier and in aggregate that balances the total number of transactions in a given day, including but not limited to Citations updated, Citation payments, payments held in suspense, corrections, administrative hearings and dispositions, updated name and address information, and returned mail. Any discrepancy amount will be reported on an individual cashier basis by the type of transaction showing the correct system data and the cashier input amount.

Contractor shall reconcile new Citations added to the database through all stages of processing, including initial receipt from SFMTA, batching for data entry, subsequent processing, and update to Contractor's CPMS.

Contractor shall be responsible for all actions taken by Contractor's employees, agents, and Subcontractors.

Task 11.4: Returned Check Items

Contractor shall allow SFMTA staff access to the CPMS to make adjustments and/or reverse payment transactions for returned check items, send customizable Correspondence to the Customer advising them of the consequences and penalties applied because of the returned check transaction, update the Citation record and resume normal noticing and processing of the Citation.

The CPMS shall be able to identify returned check items, allowing transaction notes to be entered and returned check fees to be added to the outstanding Fines or waived. SFMTA Users shall be able to view and modify both credit and debit adjustments within the same CPMS window simultaneously. The CPMS shall notify the Registered Owner or responsible party of any returned check based upon the individual rules established by SFMTA and mark the citation record. Accounts with returned checks and/or credit card reversal charges will be blocked from submitting online payments for a period defined by the SFMTA.

Task 11.5: Financial Adjustments

Contractor's system shall process various financial adjustments and update the CPMS to accurately reflect Citation status. SFMTA will research overpayments and payments applied in error, perform the necessary financial adjustments, allow the ability to transfer paid amounts between two Citations if required, and process manual refunds through the City Controller's system in accordance with California law and SFMTA policy. These transactions shall undergo an accounting process separate from the daily reconciliation for in-person, mail-in and online payments.

Task 11.6: Historical Payment Tracking

Contractor's CPMS shall have the ability to view and query reports on historical payments by license plate in order to see if there are consistencies among the actions of a specific Customer. The indexing of historical payment data to be drawn upon when needed is an acceptable solution. The viewable time period shall begin five years before the Effective Date of the Agreement and shall shift forward by one year at the anniversary of the Effective Date so that the total years accessed remain constant.

Task 12: Reporting

Task 12.1: Reporting-General Requirements

Contractor shall provide flexible management reports for data analysis and oversight of Contractor's CPMS to the satisfaction of the SFMTA. Contractor shall provide reports that include but are not limited to the following areas:

a) Program management
b) Performance standards
c) Operational statistics
d) Revenue and financial reporting
e) Management summary
f) Transactional reports
g) Reconciliation reports
h) Contract compliance
i) Management Reports

Task 12.2: Standard Reports

Contractor shall, through the CPMS, provide the SFMTA the ability to run the following reports on a daily, weekly and monthly basis as required by SFMTA:

a) Financial Reports – These reports shall include payments and totals, number of payments received, number of Citations processed, revenue received, form of payment, processor, batch number, breakdown of payment type, and adjustment for bad checks and total. Monthly financial reporting shall include number of payments received, dollar amount received, notice date, transaction date (record update), Citation number, partial payments, refunds deducted, aged revenue, and Fine/penalty breakdown. The Revenue Distribution Report (RDR) shall be tailored to allocate all Citation revenue to the SFMTA, other issuing agencies, and the state as specified by the SFMTA.
b) Update Reports – These reports shall include the types of records updated, total records updated, and reconciliation of errors. In addition, transaction edit reports, production control reports, and workstation operator productivity reports shall be generated as requested by the SFMTA.
c) Citations Issued Reports – These reports shall include Citations issued by the SFMTA, issuing officer, area, and detail regarding the monetary value of Citations issued and amounts paid.
d) Citation Dismissal Reports – These reports shall include Citations dismissed by the SFMTA, issuing officer, and violation type.
e) Administrative Dismissal Reports – These reports shall include Citations dismissed by category, and CSRs and Hearing Officers.
f) Administrative Hold Reports – These reports shall include Citations that have been suspended by category, issuing officer, Customer service representatives, and Hearing Officers, and Citations added and deleted by category.

g)   Notices Mailed Reports – These reports shall include Notices mailed by type and total mailed by type.

Task 12.3: Additional Reporting Requirements

a)   CPMS must be flexible enough for Users to modify standard report parameters and search and export criteria.
b)   If not a part of the CPMS software, Contractor shall provide analytical business intelligence software (e.g. Business Objects, Tableau), including licenses for 25 Users. The SFMTA reserves the right to purchase additional licenses as needed.

Task 13: CPMS Training and Manuals

Task 13.1: CPMS Training

Contractor shall provide SFMTA staff with all necessary training and documentation to efficiently and effectively use all functions of the CPMS systems and all Contractor-supplied equipment, hardware, software and peripherals.

Task 13.2: Manuals and Documentation

Contractor shall provide to the SFMTA online access of all documentation of the system hardware and software.
On the Effective Date of the Agreement, Contractor shall provide up-to-date, detailed documentation relating to all operational aspects of using the system. This shall include, but is not limited to:

a)   Detailed User manuals explaining each component of Contractor's system.
b)   Functional manuals, tailored to each processing unit, to explain the Contract's system as it relates to the job responsibilities of the particular User.
c)   Contractor shall conduct an annual review of all manuals, with written notification of review sent to SFMTA Contract Administrator.
d)   Contractor shall update manuals within 30 days of notification by SFMTA of policy modifications or within 30 days after any new program implementation.

Deliverable 13: Training materials, manuals and documentation described in this this Task 13.

Task 14: ASE Program Reports Generation

Task 14.1: Display and analyze vehicle speed and volume, violation rejection rate and type, Citations generated and other data required for automated Citation generation, Citation disposition, and comprehensive traffic analysis on photo enforcement locations.

Task 14.2: Display and analyze ASE Program services and performance metrics such as technical and human error, system constraints, event-to-rejection rates, and post-assessment of data quality pertaining to dismissed Notices of Violation.

Task 14.3: Provide the SFMTA with monthly, quarterly, and annual activity reports concerning ASE Program results.

Deliverable 14A: Submit data reports to the SFMTA within 10 days after the end of each calendar month. Data should be made available in electronic formats and hard copies.

Deliverable 14B: Provide the SFMTA with monthly, quarterly, and annual activity reports concerning ASE Program results.

Task 15: Public Education and Outreach

Task 15.1: Provide assistance with public education campaign by producing collateral material for use in press releases, brochures, public services announcements, and website content.

Task 15.2: Provide monthly inspections of location-specific signage (approximately 100 locations on approaches to speed cameras) and major City signage (approximately 70 locations on major City entrance points) to monitor conditions and proactively address maintenance.

Deliverable 15: Upon request, provide content regarding photo enforcement that may include content for use in videos, written publications, web-based material, and/or audio publications.

C.   Implementation Schedule

The Proposals shall include a proposed implementation schedule which complies with the following:

1) Within 30 days from Notice To Proceed (after award):
   a. Complete set of plans for 33 ASE Systems signed and sealed by the vendor's licensed engineer registered in the state of California.
   b. Detailed construction schedule, demonstrating coordination with San Francisco Public Utilities Commission (SFPUC) and Pacific Gas and Electric (PG&E) requirements.
2) Within 90 days from Notice To Proceed (after award):
   a. Installation of roadside equipment at 33 ASE System sites, including the installation of required electrical connections and metering equipment as specified by PG&E.
   b. Documents certifying calibration and testing of roadside equipment at 33 ASE System sites.

3) Within 100 days from Notice To Proceed (after award):
    a. Operationalize 33 ASE Systems and SaaS Software to commence 60-day warning period.

4) Concurrent with operationalizing 33 ASE Systems:
    a. Operationalize fully tested and functional CPMS System.

5) Every 30 days, beginning at 100 days from Notice To Proceed:
    a. Send monthly flat fee invoice for Services.

Appendix B

CPMS & Hosting Services

I.   **Description of the CPMS and Hosted Services**
II.   **CPMS Data Centers**
III.   **CPMS Maintenance Services**
IV.   **City Responsibilities**
V.   **Technical Support & Training**

I.   **Description of the CPMS and Hosted Services:** "CPMS and Hosted Services" include the services described in Appendix A, Scope of Work.

     A.   **Software:** Use of Contractor's Software operating on hosted equipment located at Contractor's facility and/or any Data Center as further outlined under Section II (CPMS Data Centers) of this Appendix B.

     B.   **Third-Party Software:**

          1.   Providing certain third-party software required to operate the CPMS Software and other bundled third-party software packages required to support the operation of the CPMS Software.

          2.   Inclusion of regular Software and Contractor-supplied third-party software updates, patches and fixes as scheduled by Contractor.

     C.   **Remote Software:** Contractor shall provide access to and use of a remote software tool for City management of Authorized Users, access rights and other similar role-based controls as they pertain to the CPMS Services. Method will be published through Contractor portal and be made available to Authorized Users with elevated privileges.

     D.   **Back-Up of City Data:**

          1.   Unless otherwise required under applicable law, including but not limited to AB-645, the Surveillance Technology Policy, and San Francisco Administrative Code Section 19B, Contractor shall provide on-line hourly data retention for CPMS Software operation and functionality during the term of this Agreement.

          2.   Contractor shall provide incremental City Data backups at a minimum of every four (4) hours to an off-site location other than the primary hosting center.

          3.   Contractor shall provide weekly, off-site backups with a duration that matches the agreed-upon backup schedule and retention to a location other than the primary hosting center. Off-site backups to include previous eight (8) weeks.

E.   **CPMS Environments:** The CPMS and Hosted Services shall be hosted in a certified and secure Tier-3 data hosting center.

1.   A single Back-up Environment available as needed to serve as the backup or "failover" environment for the CPMS and Hosted Services with disaster recovery capabilities to ensure there is no loss of access to City Data or loss of City Data.

2.   A single test environment available to City and Contractor for the evaluation and eventual promotion of CPMS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at fifty percent (50%) or better of production environment.

F.   **Reporting:** Contractor shall provide electronic notification within 2 hours of discovery and subsequent monthly reporting of any incidents or breaches that had occurred within the environment or to the hosted application. In the event of a breach, Contractor shall follow the procedures set forth in Section 13.1.5 of the Agreement.

G.   **Availability of CPMS Services:** Contractor (or its Hosting Service contractor) shall host the **CPMS Services** on computers owned or controlled by Contractor (or its contractor) and shall provide City with access to both a production environment with CPMS and data and a test environment with CPMS via Internet-access to use according to the terms herein.

1.   **Hosted System Uptime:** Other than Scheduled CPMS Maintenance Services as outlined in Section III, emergency maintenance described below, Force Majeure as described in the Agreement and lack of Internet availability as described below, Contractor shall provide uptime to the CPMS and Hosted Service to achieve a 99.9% Service Level Availability.

2.   **Scheduled CPMS Maintenance**

i.   Contractor shall conduct Scheduled CPMS Maintenance during the following hours: Saturdays between 12 AM (Pacific Time) and 8 AM (Pacific Time), with the same exclusions noted in subsection 1, above.

ii.   Scheduled CPMS Maintenance shall not exceed an average of 4 hours per month over a twelve (12) month period except for major scheduled upgrades.

3.   **Unscheduled CPMS Maintenance.** Contractor shall use commercially reasonable efforts to prevent more than one (1) hour of continuous down time during business hours in any month for which unscheduled CPMS maintenance is required. If Contractor fails to meet this obligation for a period of three successive calendar months, Contractor shall furnish City with a Performance Credit in the amount of ten percent (10%) of the Services Fees (as calculated on a monthly basis for the reporting month).

4.   **Emergency Maintenance**. If Force Majeure Events or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the CPMS systems or

the CPMS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the CPMS Software by City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to City as soon as is reasonably possible.

   5.   Notice of Unavailability: In the event there will be more than thirty (30) minutes down time of any CPMS or Hosted Service components for any reason, including but not limited to, Scheduled CPMS Maintenance or emergency maintenance, Contractor shall provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor shall also provide advanced e-mail notice to speedcameras@sfmta.com which will include at least a brief description of the reason for the down time and an estimate of the time when City can expect the site to be up and available.

   H.   Changes in Functionality. During the term of this Agreement, Contractor shall not reduce or eliminate functionality in CPMS Services. Where Contractor has reduced or eliminated functionality in CPMS Services, City, in its sole election, shall: (i) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (ii) determine the value of the reduced or eliminated functionality and Contractor shall immediately adjust the Services fees accordingly on a prospective basis. Where Contractor increases functionality in the CPMS Services, such functionality shall be provided to City without any increase in the Services fees.

II.   CPMS Data Centers

   A.   Control: The method and means of providing the Services shall be under the exclusive control, management, and supervision of Contractor, giving due consideration to the requests of City. Contractor, or any previously approved subcontractor, shall provide the Services (including data storage) on Data Centers solely from within the United States.

   B.   Data Center Standards

   Contractor's Data Centers shall have fully redundant and diverse network paths to City endpoints. Data Centers shall be located in geographically different seismic zones characterized by the lowest predicted chance of damage as defined by the US Geological Survey Earthquake Hazards Program and shall comply with SOC2 and ISO 27001 standards.

   Environmental systems must monitor/detect temperature, humidity, fluid leaks, fire/smoke/particulate and have accompanying suppression systems. Fire suppression systems should be dry pipe. Power should be fully conditioned to avoid spikes and other aberrations that can damage equipment. Temporary power units, such as generators, must be in place to support CPMS Services in the event of a power outage for up to three calendar days, and fuel replenishment contracts must be in place to keep temporary power operational for longer periods.

   C.   Location: The location of the approved Data Centers that will be used to host the CPMS are as follows:

   Primary data center:

Arizona

Back-up data center:
Nevada

     D.   **Replacement Hosted Provider:** In the event Contractor changes the foregoing Hosted Provider, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement Hosted Provider. The replacement Hosted Provider shall be a reputable Hosted Provider comparable to Contractor's current Hosted Provider, and said replacement Hosted Provider shall be located within the United States. The replacement Hosted Provider shall perform a SSAE18 Audit Report at least annually, in accordance with Section 13.3 of this Agreement.

     E.   **Notice of Change:** If the location of the Data Center used to host the CPMS is changed, Contractor shall provide City with written notice of said change at least sixty (60) days prior to any such change taking place. Contractor shall disclose the address of the new facility, which shall be within the United States. The Data Centers referenced above are subcontractors that must be approved by City.

     F.   Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Contractor's use of subcontractors shall not relieve Contractor of any of its duties or obligations under this Agreement.

III.   **CPMS Maintenance Services**

     A.   The CPMS Software maintained under this Agreement shall be the CPMS Software set forth in Appendix A to this Agreement.

     B.   The following CPMS Maintenance Services are included as part of this Agreement:

     1.   **Contractor Software Version Upgrades, Software Revisions and Patches.** Contractor shall provide and implement all CPMS Software Version upgrades, CPMS Software Revisions and CPMS Software Patches to ensure: (a) that the functionality of the CPMS Software and Services, as described in the Documentation, is available to Authorized Users; (b) that the functionality of the CPMS Software and Services is in accordance with the representations and warranties set forth herein, including but not limited to, the CPMS Software and Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) that the Service Level Standards can be achieved; and (d) that the CPMS Software Services work with the non-hosted browser version.

          i.   **Planning:** Contractor must assist City with the planning and logistics of upgrades and updates.

ii. **Technical Assistance.** Contractor must provide technical assistance regarding release notes, new functionality, and new application workflows.

iii. **Deployment:** Deployment of these revisions will be mutually agreed upon between Contractor and City.

iv. **Software Releases:** Release of Software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than a thirty (30) calendar day prior written notice of when any such revision is scheduled to be released. City will be granted a fifteen (15) calendar day evaluation window to review release documentation regarding software modules being impacted and general revision changes.

v. **Testing.** After the evaluation period, Contractor shall conduct a deployment of the revision to City test environment. The Software deployment will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the upgrade activities within the Test Environment, Contractor may provide nominal testing to ensure all systems are functional and the revision deployment was successful. Post deployment activities include an e-mail or portal post to serve as written notification that this service has been completed. City shall have forty-five (45) calendar day test window in which City has ability to test and raise issues with Contractor. Test environment deployment activities will be conducted during a mutually agreed-to time window and may not necessarily align with the production maintenance windows as described within this document.

vi. **Severity 1 and Severity 2 Incident Correction:** If a CPMS Severity Level 1 or Severity Level 2 Issue is identified and appropriately triaged and classified by both Contractor and City during the test environment deployment test window, Contractor shall correct the CPMS Issue. The severity of a CPMS Issue will be initially defined by City and confirmed by Contractor. Until the CPMS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor's analysis of impact to business. If the CPMS Issue can be corrected and can be redeployed within the remainder of the deployment test window, City will have an additional five (5) testing days in which to evaluate and further test for the CPMS Issue resolution. If the CPMS Issue cannot be corrected within the remainder of the test window, Contractor will deploy immediately upon availability with as much notice as practicable. City will be allowed an additional five (5) testing days to evaluate the correction post the test window if desired.

vii. **Testing Suspension:** If at any time during the testing window City identifies the presence of multiple CPMS Severity Level 1 or Severity Level 2 Issues that can be shown to materially impact City ability to continue testing, City may in writing elect to suspend testing until corrections for the CPMS Issues can be provided. Contractor will deploy corrections immediately upon availability with as much notice as practicable. Upon release of corrections, City will have five (5) calendar days to commence the testing within the then available remaining testing window.

viii. **Software Promotion:** Contractor will promote revision from Test Environment to Production and Back-up environments after the provided test window has elapsed. The Software promotion will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the promotion activities within the Production and Back-up environment, Contractor may provide nominal testing to ensure all systems are functional and the revision promotion was successful. Post promotion activities include an e-mail or portal post to serve as written notification that this service has been completed. At the point of e-mail or portal posting, the new revision will be considered "in production" and supported under the maintenance service terms described here within.

ix. **Documentation.** In support of such CPMS Software Version upgrades, CPMS Software Revisions and CPMS Software patches, Contractor shall provide updated user technical documentation reflecting the CPMS Software Version upgrades, CPMS Software Revisions and CPMS Software patches as soon as reasonably practical after the CPMS Software Version upgrades, CPMS Software Revisions and CPMS Software Patches have been released. Updated user technical documentation that corrects CPMS Software Errors or other minor discrepancies will be provided to Contractor's customers when available.

x. **Training.** Contractor must provide standard training using Contractor's upgrade tools and provide ongoing knowledge transfer to City.

2. **Third-Party Software Revisions.** If Contractor utilizes Third-Party Software in providing the CPMS Services, at its election, Contractor will provide periodic software revisions of Third-Party Software with the CPMS Software without further charge provided the following conditions are met: (i) the Third-Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third-Party Software that affects the operation or ability to provide secure use of the CPMS Software; (ii) the Third-Party Software Revision has, in the opinion of Contractor, corrected malfunctions or a significant security threat identified in Contractor's Technology System and has not created any additional

malfunctions; and (iii) the Third-Party Software revision is available to Contractor. City is responsible for obtaining and installing or requesting installation of the Third-Party Software revision if the Third-Party Software was not licensed to City by or through Contractor. Contractor Software revisions provided by Contractor are specifically limited to the Third-Party Software identified and set forth in Appendix B to this Agreement.

C.   **Response to CPMS Issues.** Contractor shall provide verbal or written responses to CPMS Issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times defined under Section V (Technical Support).

D.   **CPMS Software Maintenance Acceptance Period.** Unless otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance, City shall have a twenty (20) business day period to test any maintenance changes prior to Contractor introducing such maintenance changes into production. If City rejects, for good cause, any maintenance changes during the CPMS Software Maintenance Acceptance Period, Contractor shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Contractor shall be entitled to introduce the maintenance changes into production.

E.   **CPMS Hardware:** Contractor shall use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the CPMS is deployed are attached to back-up power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Contractor at its deployment location and consistent with the Tier rating of the Data Center required under Section (I)(E) of this Appendix.

IV.   City Responsibilities

A.   City shall provide Contractor with timely notification of any CPMS Issues or CPMS Software Errors by either of these methods:

1.   **Contacting Contractor's Customer Support at 1-866-382-8689**.

2.   **By entering the problem on Contractor's Service Portal**. Notifications can be submitted through the City Portal. This is the preferred method by which to contact Contractor.

3.   If City cannot readily access Contractor's portal, City may contact Contractor at the "800" number listed above.

B.   **Support for Problem Investigation**. City shall support all reasonable requests by Contractor as may be required in problem investigation and resolution.

C.   **CPMS Incident Manager: Designation of Point of Contact.** City shall assign an individual or individuals to serve as the designated contact(s) for all communication with Contractor during CPMS Issue investigation and resolution.

D. **Discovery of CPMS Software Errors**. Upon discovery of a CPMS Software Error, City agrees, if requested by Contractor, to submit to Contractor a listing of output and any other data that Contractor may require in order to reproduce the CPMS Software Error and the operating conditions under which the CPMS Software Error occurred or was discovered.

V. 24x7 Technical Support:

A. **24x7 Technical Support**: Authorized Users will make Technical Support requests 24/7 by calling or submitting a request via Contractor's service desk web portal. The Technical Support staff shall assign to the request the Incident Severity Level indicated by City. Severity Level 1 and 2 Incidents items will be addressed 24/7/365. Severity Level 3 and 4 Incidents will be addressed during the standard business hours of 6:00 a.m. - 6:00 p.m. US Pacific Time.

Incident Severity Level	*Target Response Time*
Severity Level 1: Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the CPMS. Causes a major business impact where service is lost or degraded and no workaround is available, preventing operation of the business.	Request Response Time: 15 minutes. Request Resolution Time Target: < 2 hours. Maximum Permitted Request Resolution Time: < 12 hours *City shall be entitled to a Service Credit of 15% of the Fixed Monthly Fees paid for each failure timely to achieve resolution.*
Severity Level 2: Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available; however, the business can continue to operate in a limited fashion.	Request Response Time: 30 minutes Request Resolution Time Target: < 4 hours Maximum Permitted Request Resolution Time: < 48 hours *City shall be entitled to a Service Credit of 10% of the Fixed Monthly Fees paid for each failure timely to achieve resolution.*
Severity Level 3: Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.	Request Response Time: 1 hr. Request Resolution Time Target: < 8 hours Maximum Permitted Request Resolution Time: < 96 hours *City shall be entitled to a Service Credit of 5% of the Fixed*

Incident Severity Level	Target Response Time
	Monthly Fees paid for each failure timely to achieve resolution.
Severity Level 4: There is a problem or issue with no loss of service and no business impact.	Request Response Time: 4 hr. Request Resolution Time Target: < 96 hours Maximum Permitted Request Resolution Time: < 7 days

1. SERVICE CREDIT ESCALATION

In the event of a Severity Level 1 issue that is not resolved sufficiently quickly as determined in City's sole discretion, City may escalate the problem to Contractor's Chief Technology Officer.

2. ROOT CAUSE ANALYSIS

Following the resolution of a Severity Level 1 OR Level 2 incident, Contractor will discuss with City the cause of the failure, the actions Contractor took to resolve the failure, a timeline of the event and the actions Contractor plans to take to prevent such failure from recurring, and, if requested, Contractor will provide City a written summary of such discussion. Contractor will, on request, provide detailed documentation of the root cause analysis and preventative actions taken or planned with clear dates for completion of the action(s).

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Appendix C

Calculation of Charges

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1.   **Project Cost.** In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement.

Year 1		Year 2		Year 3		Year 4		Year 5	
Fixed Monthly Fee/ ASE System	**Total: Fixed Monthly Fees***	**Fixed Monthly Fee/ ASE System**	**Total: Fixed Monthly Fees***	**Fixed Monthly Fee/ ASE System**	**Total: Fixed Monthly Fees***	**Fixed Monthly Fee/ ASE System**	**Total: Fixed Monthly Fees***	**Fixed Monthly Fee/ ASE System**	**Total: Fixed Monthly Fees***
$ 3,750	$ 123,750	$ 3,750	$ 123,750	$ 3,750	$ 123,750	$ 3,750	$ 123,750	$ 3,750	$ 123,750

* Flat Monthly Service Fee per Appendix A, Scope of Work, for all 33 locations.

Appendix D
Service Level Obligations – ASE Systems

A.   **Time is of the Essence.** For the term of this Agreement, Contractor shall provide ASE Systems Services, Force Majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Levels as described herein, time being of the essence.

B.   **ASE System Service Levels**

   1.   **Availability of ASE Systems Service Level:**

      a.   **Definitions:**

         i.   **Actual Uptime**: The total minutes in the reporting month that the ASE Systems were actually detecting violations of speed laws in accordance with AB-645.

         ii.   **Scheduled Downtime**: The total minutes in the reporting month during which Scheduled ASE System Maintenance was performed.

         iii.   **Scheduled Uptime**: The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

      b.   **Service Level Standard.** ASE Systems shall be available for normal use 100% of the Scheduled Uptime.

         i.   **Calculation:** (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

         ii.   **Performance Credit**

            1)   **Where Percentage Uptime is greater than 95%**: No Performance Credit will be due to City.

            2)   **Where Percentage Uptime is equal to or less than 95%**: City shall be due a Performance Credit in the amount of 10% of the Monthly Service Fee for the impacted ASE System(s) (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

   2.   **Technical Support Problem Response ASE System Service Level**

      a.   **Definition**

i. **Total Problems**: The total number of problems occurring in the reporting month for the ASE Systems.

b. **Service Level Standard.** Problems shall be confirmed as received by Contractor 100% of the time each reporting month, in accordance with the Request Response Time associated with the ASE System Severity Level.

i. **Calculation.** ((Total Problems – Total Problems failing Standard) / Total Problems) * 100 = Percentage Problem Response (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each CPMS Severity Level.

ii. **Performance Credit**

1) **ASE System Severity Level 1 – 2**

i) **Where Percentage Problem Response is greater than 99%**: No Performance Credit will be due to City.

ii) **Where Percentage Problem Response is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 20% of the Fixed Monthly Fee for impacted ASE System(s) (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

2) **ASE System Severity Level 3 – 4**

i) **Where Percentage Problem Response is greater than 99%**: No Performance Credit will be due to City.

ii) **Where Percentage Problem Response is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 20% of the Fixed Monthly Fee for impacted ASE System(s) (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

C. **Service Level Reporting.** On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the ASE Systems and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the service level standards described herein; (c) the

specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards described herein will be subsequently achieved; and, (d) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, the service level standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make City's historical service level standard reports to City upon request.

D.   **Failure to Meet Service Level Standards.** In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Contractor that a Performance Credit is due as a condition of payment of the same.

E.   **Termination for Material and Repeated Failures**. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (a) to such an extent that City's ability, as solely determined by City, to use the ASE Systems is materially disrupted, Force Majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

F.   **Audit of Service Levels.** No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately owe to City the applicable Performance Credit.

Appendix E
Service Level Obligations – CPMS

A.   **Time is of the Essence.** For the term of this Agreement, Contractor shall provide CPMS Services, Force Majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Levels as described herein, time being of the essence.

B.   **Service Levels**

1.   **Availability Service Level:**

a.   **Definitions:**

i.   **Actual Uptime**: The total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

ii.   **Scheduled Downtime**: The total minutes in the reporting month during which Scheduled CPMS Maintenance was performed.

iii.   **Scheduled Uptime**: The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

b.   **Service Level Standard.** Services shall be available to Authorized Users for normal use 100% of the Scheduled Uptime.

i.   **Calculation:** (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point).

ii.   **Performance Credit.**

1)   **Where Percentage Uptime is greater than 99%**: No Performance Credit will be due to City.

2)   **Where Percentage Uptime is equal to or less than 99%**: City shall be due a Performance Credit in the amount of 10% of the Monthly Service Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

2.   **Response Time Service Level.**

a.   **Service Level Standard.** Service level standards and associated Performance Credits shall be as set forth in Appendix B.

C.   **Service Level Reporting.** On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the CPMS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the service level standards described herein; (c) the specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards described herein will be subsequently achieved; and, (d) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, the service level standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make City's historical service level standard reports to City upon request.

D.   **Failure to Meet Service Level Standards.** In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Contractor that a Performance Credit is due as a condition of payment of the same.

E.   **Termination for Material and Repeated Failures**. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (a) to such an extent that City's ability, as solely determined by City, to use the CPMS Services is materially disrupted, Force Majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

F.   **Audit of Service Levels.** No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately owe to City the applicable Performance Credit.

Appendix F
Disaster Recovery Plan

Contractor shall maintain a high availability configuration in the primary data center, with a mirrored instance of City production system and supporting infrastructure in the secondary data center. Contractor shall maintain a standard procedure that governs the management of business continuity events. A disaster recovery test plan must be reviewed and exercised at least annually. Upon reasonable notice from City, disaster recovery testing documentation shall be made available to City. Contractor will provide City's Chief Information Security Officer with access to review business continuity and disaster recovery plan.

Contractor shall provide City with a business continuity strategy and disaster recovery plan and procedures that can be implemented in the event of a catastrophic failure at the primary hosting site. Such a strategy should provide how quickly the secondary site will be available to Authorized Users. The business continuity strategy must include drills and exercises to test the readiness to execute the disaster recovery plan. If requested, the first drill must happen within six months of contract signing and then once per year thereafter. The drill plans, action items and project plan for follow-ups must be shared with City.

Appendix G
Technical Specifications – ASE Systems

The Proposer shall provide for all the technical and operational photo enforcement system requirements to accurately capture events and data, identify violations, and transfer to SFMTA, including those delineated below:

- The Proposer's system shall be a turn-key operation and utilized in at least one other jurisdiction of similar size (at least 30 cameras), traffic volume, and geography to San Francisco for at least three years.
- The Proposer shall provide a comprehensive violation and data collection photo enforcement system with a history of handling high volume violation processing of over 250,000 violation per year for events reviews, and violation identification and data transfer.
- The Proposer shall advise the SFMTA of all updates to the processing design or software with 72 hours' notice, and be able to provide a history of all previous software updates.
- The Proposer photo enforcement system hardware and systems shall be compact and have limited footprint and equipment weight with respect to pole installation, and weight shall not exceed a total of 100 pounds. Proposer shall submit the weight of each component and the total weight for pole mounted units.
- The Proposer's photo enforcement system shall record each violation and all vehicle passing data by lane (up to four lanes), all times of day and night, and under all weather conditions with confirmation by system reporting.
- The Proposer's photo enforcement system shall operate 24 hours per day, seven (7) days per week, with an exception for downtime associated with repair or maintenance.
- The Proposer's shall photo enforcement system shall have the capability to consistently monitor all enforceable traffic lanes (up to 4 lanes), concurrently and confirmed with reporting and event captured data.
    - The Proposer's photo enforcement system event images shall be captured and uploaded in color at high resolution and legible enough to clearly identify the license-plate characters, vehicle make and model, and clear environmental images from both reflective and non-reflective license plates 24 hours per day, seven (7) days per week, in all types of light and weather conditions without use of any special enhancements.
    - The Proposer shall use digital technology for still image capture.
    - The Proposer shall provide real-time, web-based access to its photo enforcement system to designated SFMTA employees in order to access or download high resolution images of violations and events 24 hours per day, seven (7) days per week, with capacity of image retention for no less than 30 days.
    - The Proposer's photo enforcement system shall have data specific to the Award Group, to include speed, location description, and operator code. It shall also include trigger and posted speed limit for speed enforcement violations, which must include radar or detection system identification. Additionally, all lidar data shall reconcile with this information in a configuration table.
    - The Proposer's photo enforcement system shall generate secured (encrypted) violation evidence to the SFMTA using the proposed photo enforcement system.

Proposer shall use the latest encryption standard and a minimum of 256-bit AES, data integrity (check sum), and availability.

o The Proposer shall, within 100 days from a Notice to Proceed, provide a dashboard capable of monitoring photo enforcement data variation (i.e., cameras up time, including battery life, GPS monitoring, and tipping (vandalism)).

o All photo enforcement system components operations shall be synchronized to a single, standard, independent, external, and verifiable time/date source. The Proposer's photo enforcement system shall independently maintain the correct date and time based on a central data point, and automatically adjust and report to daylight savings or standard time with confirmation of the adjustment.

o The Proposer's photo enforcement system shall have technology to record, document and retain traffic enforcement data for record keeping and court purposes. Further, the system shall gather and maintain data detailed in each section for statistical analysis purpose.

o The Proposer's photo enforcement system shall provide a reporting module specific to the photo enforcement system performance of the event capture, event volume, rejections and violation processing volume prior to transfer to the SFMTA. The Proposer shall be capable of producing numerous standard and ad-hoc photo enforcement related reports as determined by the SFMTA.

o The Proposer's photo enforcement system shall provide the SFMTA the capability to request and download statistical reports that contain information for violation events within 30 minutes of the event occurrence.

o As part of their proposal and prior to any photo enforcement system installation, the Proposer shall provide a project plan and timeline to the SFMTA for approval which clearly outlines projected implementation timeline for each camera type.

o The Proposer shall detail their IT security protocol, including photo enforcement hardware and software in the field to ensure the security of the photo enforcement system to guard against unauthorized usage or access and system tampering or viruses, etc. to meet the complete set of standards established in the Surveillance Technology Policy.

o The Proposer's photo enforcement system shall provide all necessary and compatible photo enforcement system hardware and software, including updates/upgrades, capabilities required for processing violation events, all communications equipment and routers, dedicated gigabit Ethernet circuits, desktops for processors, cloud storage, isolation and transfer to the DMV processing vendor, and FTP server or private or commercial cloud for providing images .

o The Proposer shall provide an FTP platform that conforms to the current National Institute of Standards and Technology (NIST) Guidelines for General Server/Cloud Security to upload/download events /violations. The system should be automated and easily accessible by designated this authorized SFMTA personnel.

Appendix H

AB-645

LEGISLATIVE COUNSEL'S DIGEST

AB 645, Friedman. Vehicles: speed safety system pilot program.

Existing law establishes a basic speed law that prohibits a person from driving a vehicle upon a highway at a speed greater than is reasonable or prudent given the weather, visibility, traffic, and highway conditions and in no event at a speed that endangers the safety of persons or property.

This bill would authorize, until January 1, 2032, the Cities of Los Angeles, San Jose, Oakland, Glendale, and Long Beach, and the City and County of San Francisco to establish a Speed Safety System Pilot Program if the system meets specified requirements. The bill would require a participating city or city and county to adopt a Speed Safety System Use Policy and a Speed Safety System Impact Report before implementing the program, and would require the participating city or city and county to engage in a public information campaign at least 30 days before implementation of the program, including information relating to when the systems would begin detecting violations and where the systems would be utilized. The bill would require a participating city or city and county to issue warning notices rather than notices of violations for violations detected within the first 60 calendar days of the program. The bill would also require a participating city or city and county to develop uniform guidelines for, among other things, the processing and storage of confidential information. The bill would designate all photographic or administrative records, not including data about the number of violations issued or the speeds at which they were issued for, made by a system as confidential, and would only authorize public agencies to use and allow access to these records for specified purposes.

This bill would specify that any violation of a speed law recorded by a speed safety system authorized by these provisions would be subject only to the provided civil penalties. The bill would, among other things, provide for the issuance of a notice of violation, an initial review, an administrative hearing, and an appeals process, as specified, for a violation under this program. The bill would require any program created pursuant to these provisions to offer a diversion program for indigent speed safety system violation recipients, as specified. The bill would require a city or city and county participating in the pilot program to submit a report to evaluate the speed safety system to determine the system's impact on street safety and economic impact on the communities where the system is utilized.

Existing law establishes a $25 filing fee for specified appeals and petitions.

This bill would require a $25 filing fee for an appeal challenging a notice of violation issued as a result of a speed safety system until January 1, 2032.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Cities of Los Angeles, San Jose, Oakland, Glendale, and Long Beach, and the City and County of San Francisco.
Vote: majority   Appropriation: no   Fiscal Committee: yes   Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) Speed is a major factor in traffic collisions that result in fatalities or injuries.

(b) State and local agencies employ a variety of methods to reduce speeding, including traffic engineering, education, and enforcement.

(c) Traffic speed enforcement is critical to efforts in California to reduce factors that contribute to traffic collisions that result in fatalities or injuries.

(d) However, traditional enforcement methods have had a well-documented disparate impact on communities of color, and implicit or explicit racial bias in police traffic stops puts drivers of color at risk.

(e) Additional tools, including speed safety systems, are available to assist cities and the state in addressing excessive speeding and speed-related crashes.

(f) Speed safety systems offer a high rate of detection, and, in conjunction with education and traffic engineering, can significantly reduce speeding, improve traffic safety, and prevent traffic-related fatalities and injuries, including roadway worker fatalities.

(g) Multiple speed safety system programs implemented in other states and cities outside of California have proven successful in reducing speeding and addressing traffic safety concerns.

(h) The Transportation Agency's "CalSTA Report of Findings: AB 2363 Zero Traffic Fatalities Task Force," issued in January 2020, concluded that international and domestic studies show that speed safety systems are an effective countermeasure to speeding that can deliver meaningful safety improvements, and identified several policy considerations that speed safety system program guidelines could consider.

(i) In a 2017 study, the National Transportation Safety Board (NTSB) analyzed studies of speed safety system programs, and found they offered significant safety improvements in the forms of reduction in mean speeds, reduction in the likelihood of speeding more than 10 miles per hour over the posted speed limit, and reduction in the likelihood that a crash involved a severe injury or fatality. The same study recommended that all states remove obstacles to speed safety system programs to increase the use of this proven approach, and notes that programs should be explicitly authorized by state legislation without operational and location restrictions.

(j) The National Highway Traffic Safety Administration (NHTSA) gives speed safety systems the maximum 5-star effectiveness rating. NHTSA issued speed enforcement camera systems operational guidelines in 2008, and is expected to release revised guidelines in 2021 that should further inform the development of state guidelines.

(k) Speed safety systems can advance equity by improving reliability and fairness in traffic enforcement while making speeding enforcement more predictable, effective, and broadly implemented, all of which helps change driver behavior.

(l) Enforcing speed limits using speed safety systems on streets where speeding drivers create dangerous roadway environments is a reliable and cost-effective means to prevent further fatalities and injuries.

SEC. 2. Section 70615 of the Government Code is amended to read:

70615. The fee for filing any of the following appeals to the superior court is twenty-five dollars ($25):

(a) An appeal of a local agency's decision regarding an administrative fine or penalty under Section 53069.4.

(b) An appeal under Section 40230 of the Vehicle Code of an administrative agency's decision regarding a parking violation.

(c) An appeal under Section 99582 of the Public Utilities Code of a hearing officer's determination regarding an administrative penalty for fare evasion or a passenger conduct violation.

(d) A petition under Section 186.35 of the Penal Code challenging a law enforcement agency's inclusion of a person's information in a shared gang database.

(e) An appeal under Section 22428 of the Vehicle Code of a hearing officer's determination regarding a civil penalty for an automated speed violation, as defined in Section 22425 of the Vehicle Code.

(f) This section shall remain in effect only until January 1, 2032, and as of that date is repealed.
SEC. 3. Section 70615 is added to the Government Code, to read:

70615. The fee for filing any of the following appeals to the superior court is twenty-five dollars ($25):

(a) An appeal of a local agency's decision regarding an administrative fine or penalty under Section 53069.4.

(b) An appeal under Section 40230 of the Vehicle Code of an administrative agency's decision regarding a parking violation.

(c) An appeal under Section 99582 of the Public Utilities Code of a hearing officer's determination regarding an administrative penalty for fare evasion or a passenger conduct violation.

(d) A petition under Section 186.35 of the Penal Code challenging a law enforcement agency's inclusion of a person's information in a shared gang database.

(e) This section shall become operative on January 1, 2032.

SEC. 4. Article 3 (commencing with Section 22425) is added to Chapter 7 of Division 11 of the Vehicle Code, to read:

Article 3. Speed Safety System Pilot Program

22425. (a) As used in this article, the following definitions apply:

(1) "Automated speed violation" means a violation of a speed law detected by a speed safety system operated pursuant to this article.

(2) "Designated jurisdiction" means any of the Cities of Los Angeles, San Jose, Oakland, Glendale, or Long Beach, or the City and County of San Francisco.

(3) A person is "indigent" if either of the following conditions is met:

(A) The person meets the income criteria set forth in subdivision (b) of Section 68632 of the Government Code.

(B) The person receives public benefits from a program listed in subdivision (a) of Section 68632 of the Government Code.

(4) "Local department of transportation" means a designated jurisdiction's department of transportation or, if a designated jurisdiction does not have a department of transportation, their administrative division, including, but not limited to, a public works department that administers transportation and traffic matters under this code.

(5) "School zone" means an area described by subdivision (b) of Section 40802.

(6) "Speed safety system" or "system" means a fixed or mobile radar or laser system or any other electronic device that utilizes automated equipment to detect a violation of speed laws and obtains a clear photograph of a speeding vehicle's license plate.

(b) (1) A designated jurisdiction may establish a program for speed enforcement that utilizes a speed safety system, to be operated by a local department of transportation, in the following areas:

(A) On a street meeting the standards of a safety corridor under Section 22358.7.

(B) On a street a local authority has determined to have had a high number of incidents for motor vehicle speed contests or motor vehicle exhibitions of speed. For the purposes of this provision, a high number of incidents shall be calls for law enforcement to respond to the area for at least four separate incidences of a motor vehicle speed contest or motor vehicle exhibition of speed within the last two years before the placement of the speed safety system.

(C) School zones, subject to subdivision (c).

(2) The number of speed safety systems operated by a designated jurisdiction at any time shall be limited as follows:

(A) For a jurisdiction with a population over 3,000,000, as determined by the United States Census Bureau in the 2020 Census, no more than 125 systems.

(B) For a jurisdiction with a population between 800,000 and 3,000,000, inclusive, as determined by the United States Census Bureau in the 2020 Census, no more than 33 systems.

(C) For a jurisdiction with a population of 300,000 up to 800,000, as determined by the United States Census Bureau in the 2020 Census, no more than 18 systems.

(D) For a jurisdiction with a population of less than 300,000, as determined by the United States Census Bureau in the 2020 Census, no more than 9 systems.

(3) A speed enforcement program developed pursuant to paragraph (1) shall place the speed safety systems in locations that are geographically and socioeconomically diverse. The designated jurisdiction shall describe how it has complied with this provision in the Speed Safety System Impact Report described in subdivision (h).

(c) If a speed safety system is deployed in a school zone and the school zone has a higher posted speed limit when children are not present, a designated jurisdiction may only enforce the school zone speed limit up to one hour before the regular school session begins, 10 minutes after school begins, one hour during lunch period, and up to one hour after regular school session concludes. For these school zones, flashing beacons activated by a time clock, other automatic device, or manual activation shall be installed on a school zone sign and be active to indicate the times during which the school zone speed limit is enforced with a speed safety system.

(d) A speed safety system may be utilized pursuant to subdivision (b) if the program meets all of the following requirements:

(1) Clearly identifies the presence of the speed safety system by signs stating "Photo Enforced," along with the posted speed limit no more than 500 feet before the placement of the system. The signs shall be visible to traffic traveling on the street from the direction of travel for which the system is utilized, and shall be posted at all locations as may be determined necessary by the Department of Transportation after consultation with the California Traffic Control Devices Committee.

(2) Identifies the streets or portions of streets that have been approved for enforcement using a speed safety system and the hours of enforcement on the municipality's internet website, which shall be updated whenever the municipality changes locations of enforcement.

(3) Ensures that the speed safety system is regularly inspected, but no less than once every 60 days, and certifies that the system is installed and operating properly. Each camera unit shall be calibrated in accordance with the manufacturer's instructions, and at least once per year by an independent calibration laboratory. Documentation of the regular inspection, operation, and calibration of the system shall be retained at least 180 days after the date on which the system has been permanently removed from use.

(4) Utilizes fixed or mobile speed safety systems that provide real-time notification to the driver when violations are detected.

(e) A speed safety system shall not be operated on any California state route, as defined in Section 231 of the Streets and Highways Code, including all freeways and expressways, United States highways, interstate highways, or any public road in unincorporated areas of any county where the Commissioner of the California Highway Patrol has full responsibility and primary jurisdiction for the administration and enforcement of the laws, and for the investigation of traffic accidents, pursuant to Section 2400.

(f) Prior to enforcing speed laws utilizing speed safety systems, the designated jurisdiction shall do both of the following:

(1) Administer a public information campaign for at least 30 calendar days prior to the commencement of the program, which shall include public announcements in major media outlets and press releases. The public information campaign shall include the draft Speed Safety System Use Policy pursuant to subdivision (g), the Speed Safety System Impact Report pursuant to subdivision (h), information on when systems will begin detecting violations, the streets, or portions of streets, where systems will be utilized, and the designated jurisdiction's internet website, where additional information about the program can be obtained. Notwithstanding the above, no further public announcement by the municipality shall be required for additional systems that may be added to the program.

(2) (A) Issue warning notices rather than notices of violation for violations detected by the speed safety systems during the first 60 calendar days of enforcement under the program. If additional systems are utilized on additional streets after the initial program implementation, the designated jurisdiction shall issue warning notices rather than notices of violation for violations detected by the new speed safety systems during the first 60 calendar days of enforcement for the additional streets added to the program.

(B) A vehicle's first violation within a designated jurisdiction for traveling 11 to 15 miles per hour over the posted speed limit shall be a warning notice.

(g) The governing body of a designated jurisdiction shall adopt a Speed Safety System Use Policy before entering into an agreement regarding a speed safety system, purchasing or leasing equipment for a program, or implementing a program. The Speed Safety System Use Policy shall set forth the specific purpose for the system, the uses that are authorized, the rules and processes required to be followed by employees and contractors of the designated jurisdiction administering the system prior to its use, and the uses of the equipment and data collected that are prohibited. The policy shall identify the data or information that can be collected by the speed safety system and the individuals who can access or use the collected information, and the rules and processes related to the access, transfer, and use or use of the information. The policy shall also include provisions for protecting data from unauthorized access, data retention, public access, third-party data sharing, training, auditing, and oversight to ensure compliance with the Speed Safety System Use Policy. The Speed Safety System Use Policy shall be made available for public review, including, but not limited to, by posting it on the designated jurisdiction's internet website at least 30 calendar days prior to adoption by the governing body of the designated jurisdiction.

(h) (1) The governing body of the designated jurisdiction also shall approve a Speed Safety System Impact Report prior to implementing a program. The Speed Safety System Impact Report shall include all of the following information:

(A) Assessment of potential impact of the speed safety system on civil liberties and civil rights and any plans to safeguard those public rights.

(B) Description of the speed safety system and how it works.

(C) Fiscal costs for the speed safety system, including program establishment costs, ongoing costs, and program funding.

(D) If potential deployment locations of systems are predominantly in low-income neighborhoods, a determination of why these locations experience high fatality and injury collisions due to unsafe speed.

(E) Locations where the system may be deployed and traffic data for these locations, including the address of where the cameras will be located.

(F) Proposed purpose of the speed safety system.

(2) The Speed Safety System Impact Report shall be made available for public review at least 30 calendar days prior to adoption by the governing body at a public hearing.

(3) The governing body of the designated jurisdiction shall consult and work collaboratively with relevant local stakeholder organizations, including racial equity, privacy protection, and economic justice groups, in developing the Speed Safety System Use Policy and Speed Safety System Impact Report.

(i) The designated jurisdiction shall develop uniform guidelines, consistent with the provisions of this section, for both of the following:

(1) The screening and issuing of notices of violation.

(2) The processing and storage of confidential information and procedures to ensure compliance with confidentiality requirements.

(j) Notices of violation issued pursuant to this section shall include a clear photograph of the license plate and rear of the vehicle only, identify the specific section of the Vehicle Code violated, the camera location, and the date and time when the violation occurred. Notices of violation shall exclude images of the rear window area of the vehicle.

(k) The photographic evidence stored by a speed safety system does not constitute an out-of-court hearsay statement by a declarant under Division 10 (commencing with Section 1200) of the Evidence Code.

(l) (1) Notwithstanding any provision of the California Public Records Act, or any other law, photographic or administrative records made by a system shall be confidential. Public agencies shall use and allow access to these records only for the purposes authorized by this article or to assess the impacts of the system. Data about the number of violations issued and the speeds at which they were issued is not considered an administrative record required not to be disclosed by this section.

(2) Confidential information obtained from the Department of Motor Vehicles for the administration of speed safety systems and enforcement of this article shall be held confidential, and shall not be used for any other purpose. Designated jurisdictions agents shall establish procedures to protect the confidentiality of these records consistent with Section 1808.47.

(3) Except for court records described in Section 68152 of the Government Code, or as provided in paragraph (4), the confidential records and evidence described in paragraphs (1) and (2) may be retained for up to 60 days after final disposition of the notice of violation. The designated jurisdiction may retain information that a vehicle has been cited and fined for a violation for up to three years. The municipality may adopt a retention period of less than 60 days in the Speed Safety System Use Policy. Administrative records described in paragraph (1) may be retained for up to 120 days after final disposition of the notice of violation. Notwithstanding any other law, the confidential records and evidence shall be destroyed in a manner that maintains the confidentiality of any person included in the record or evidence.

(4) Photographic evidence that is obtained from a speed safety system that does not result in the issuance of a notice of violation shall be destroyed within five business days after the photograph was first made. The use of facial recognition technology in conjunction with a speed safety system shall be prohibited.

(5) Information collected and maintained by a designated jurisdiction to administer a program shall only be used to administer the program, and shall not be disclosed to any other persons, including, but not limited to, any other state or federal government agency or official for any other purpose, except as required by state or federal law, court order, or in response to a subpoena in an individual case or proceeding.

(m) Notwithstanding subdivision (l), the registered owner or an individual identified by the registered owner as the driver of the vehicle at the time of the alleged violation shall be permitted to review and obtain a copy of the photographic evidence of the alleged violation.

(n) A contract between the designated jurisdiction and a manufacturer or supplier of speed safety systems shall allow the local authority to purchase materials, lease equipment, and contract for processing services from the manufacturer or supplier based on the services rendered on a monthly schedule or another schedule agreed upon by the municipality and contractor. The contract shall not allow for payment or compensation based on the number of notices of violation issued, or as a percentage of revenue generated, from the use of the system. The contract shall include a provision that all data collected from the speed safety systems is confidential, and shall prohibit the manufacturer or supplier of the contracted speed safety system from sharing, repurposing, or monetizing collected data, except as specifically authorized in this article. The designated jurisdiction shall oversee, maintain control, and have the final decision over all enforcement activities, including the determination of when a notice of violation should be issued.

(o) Notwithstanding subdivision (n), a designated jurisdiction may contract with a vendor for the processing of notices of violation after an employee of a designated jurisdiction has issued a notice of violation. The vendor shall be a separate legal and corporate entity from, and not related to or affiliated in any manner with, the manufacturer or supplier of speed safety systems used by the designated jurisdiction. Any contract between the designated jurisdiction and a vendor to provide processing services may include a provision for the payment of compensation based on the number of notices of violation processed by the vendor.

(p) (1) A speed safety system at a specific location shall be operated for no more than 18 months after installation of a system, unless one of the following thresholds has been met:

(A) A reduction in the 85th percentile speed of vehicles compared to data collected before the system was in operation.

(B) A 20-percent reduction in vehicles that exceed the posted speed limit by 10 miles per hour or more compared to data collected before the system was in operation.

(C) A 20-percent reduction in the number of violators who received two or more violations at the location since the system became operational.

(2) (A) Paragraph (1) does not apply if a designated jurisdiction adds traffic-calming measures to the street. "Traffic-calming measures" include, but are not limited to, all of the following:

(i) Bicycle lanes.

(ii) Chicanes.

(iii) Chokers.

(iv) Curb extensions.

(v) Median islands.

(vi) Raised crosswalks.

(vii) Road diets.

(viii) Roundabouts.

(ix) Speed humps or speed tables.

(x) Traffic circles.

(xi) Flashing beacons for school zone speed limits.

(B) A designated jurisdiction may continue to operate a speed safety system with a fixed or mobile vehicle speed feedback sign while traffic-calming measures are being planned or constructed, but shall halt their use if construction has not begun within two years.

(3) If the percentage of violations has not decreased by the metrics identified pursuant to paragraph (1) within one year after traffic-calming measures have completed construction, a designated jurisdiction shall either construct additional traffic-calming measures or cease operation of the system on that street.

(q) The speed safety system, to the extent feasible, shall be angled and focused so as to only capture photographs of speeding violations and shall not capture identifying images of other drivers, vehicles, or pedestrians.

(r) Notwithstanding subdivision (c) of Section 21455.6, the designated jurisdictions listed herein may use automated enforcement systems and photo radar for speed enforcement consistent with this article.

22426. (a) Notwithstanding any other law, a violation of any speed law pursuant to this chapter that is recorded by a speed safety system authorized pursuant to Section 22425 shall be subject only to a civil penalty, as provided in subdivision (c), and shall not result in the department suspending or revoking the privilege of a violator to drive a motor vehicle or in a violation point being assessed against the violator.

(b) The speed safety system shall capture images of the rear license plate of vehicles that are traveling 11 miles per hour or more over the posted speed limit and notices of violation shall only be issued to registered owners of those vehicles based on that evidence.

(c) A civil penalty shall be assessed as follows:

(1) Fifty dollars ($50) for driving at a speed of 11 to 15 miles per hour over the posted speed limit.

(2) One hundred dollars ($100) for driving at a speed of 16 to 25 miles per hour over the posted speed limit.

(3) Two hundred dollars ($200) for driving at a speed of 26 miles per hour or more over the posted speed limit, unless paragraph (4) applies.

(4) Five hundred dollars ($500) for driving at a speed of 100 miles per hour or more.

(d) A civil penalty shall not be assessed against an authorized emergency vehicle.

(e) The notice of violation shall be in writing and issued to the registered owner of the vehicle within 15 calendar days of the date of the violation. The notice of violation shall include all of the following information:

(1) The violation, including reference to the speed law that was violated, the speed of the vehicle, the speed limit for the road on which the violation occurred, and verification of the most recent calibration of the system in accordance with paragraph (3) of subdivision (d) of Section 22425.

(2) The date, approximate time, and location where the violation occurred.

(3) The vehicle license number and the name and address of the registered owner of the vehicle.

(4) A statement that payment is required to be made no later than 30 calendar days from the date of mailing of the notice of violation, or that the violation may be contested pursuant to Section 22427.

(5) The amount of the civil penalty due for that violation and the procedures for the payment of the civil penalty or for contesting the notice of violation.

(6) An affidavit of nonliability, and information of what constitutes nonliability, information as to the effect of executing the affidavit, and instructions for returning the affidavit to the processor. If the affidavit of nonliability is returned to the processing agency within 30 calendar days of the mailing of the notice of violation, together with proof of a written lease or rental agreement between a bona fide rental company, as defined in Section 1939.01 of the Civil Code, or a personal vehicle sharing program, as defined in Section 11580.24 of the Insurance Code, and its customer that identifies the renter or lessee, the processing agency shall serve or mail a notice of violation to the renter or lessee identified in the affidavit of nonliability. If the affidavit of nonliability is returned to the processing agency within 30 calendar days of the mailing of the notice of violation, together with proof of a copy of a police report indicating the vehicle had been stolen at the time of the violation, the processing agency shall not subject the registered owner to a civil violation.

(7) A proof of service consistent with Section 1013a of the Code of Civil Procedure.

(f) Mobile radar or laser systems shall not be used until at least two years after the installation of the first fixed radar or laser system unless the mobile radar or laser system is kept at a fixed location.

(g) (1) Revenues derived from any program utilizing a speed safety system for speed limit enforcement shall first be used to recover program costs. Program costs include, but are not limited to, the construction of traffic-calming measures for the purposes of complying with subdivision (p) of Section 22425, the installation of speed safety systems, the adjudication of violations, and reporting requirements as specified in this section.

(2) Jurisdictions shall maintain their existing commitment of local funds for traffic-calming measures in order to remain authorized to participate in the pilot program, and shall annually expend not less than the annual average of expenditures for traffic-calming measures during the 2016–17, 2017–18, and 2018–19 fiscal years. For purposes of this subdivision, in calculating average expenditures on traffic-calming measures, restricted funds that may not be available on an ongoing basis, including those from voter-approved bond issuances or tax measures, shall not be included. Any excess revenue shall be used for traffic-calming measures within three years of the end of the fiscal year in which the excess revenue was received. If traffic-calming measures are not planned or constructed after the third year, excess revenue shall revert to the Active Transportation Program established pursuant to Chapter 8 (commencing with Section 2380) of the Streets and Highways Code, to be allocated by the California Transportation Commission pursuant to Section 2381 of the Streets and Highways Code.

(h) A person shall not be accessed a civil penalty if they are subject to criminal penalties for the same act.

(i) A speed safety system may only be in operation for five years, or until January 1, 2032, whichever date is sooner.

22427. (a) No later than 30 calendar days from the date of mailing of a notice of violation, the recipient may request an initial review of the notice by the issuing agency. The request may be made by telephone, in writing,

electronically, or in person. There shall be no charge for this review. If, following the initial review, the issuing agency is satisfied that the violation did not occur, or that extenuating circumstances make cancellation of the notice of violation appropriate in the interest of justice, the issuing agency shall cancel the notice of violation. The issuing agency shall advise the processing agency, if any, of the cancellation. The issuing agency or the processing agency shall mail the results of the initial review to the person contesting the notice within 60 days of receipt of the recipient's request for an initial review, and, if cancellation of the notice does not occur following that review, include a reason for that denial, notification of the ability to request an administrative hearing, and notice of the procedures adopted by the designated jurisdiction for the administrative hearing, including for waiving prepayment of the civil penalty based upon an inability to pay pursuant to paragraph (2) of subdivision (b).

(b) (1) If the person contesting the notice of violation is dissatisfied with the results of the initial review, the person may, no later than 21 calendar days following the mailing of the results of the issuing agency's initial review, request an administrative hearing of the violation. The request may be made by telephone, in writing, electronically, or in person.

(2) The person requesting an administrative hearing shall pay the amount of the civil penalty to the processing agency. The issuing agency shall adopt a written procedure to allow a person to request an administrative hearing without payment of the civil penalty upon satisfactory proof of an inability to pay the amount due.

(3) The administrative hearing shall be held within 90 calendar days following the receipt of a request for an administrative hearing. The person requesting the hearing may request one continuance, not to exceed 21 calendar days.

(c) The administrative hearing process shall include all of the following:

(1) The person requesting a hearing shall have the choice of a hearing upon written declaration, video conference, or in person. An in-person hearing shall be conducted within the jurisdiction of the issuing agency.

(2) If the person requesting a hearing is an unemancipated minor, that person shall be permitted to appear at a hearing or admit responsibility for the automated speed violation without the appointment of a guardian. The processing agency may proceed against the minor in the same manner as against an adult.

(3) The administrative hearing shall be conducted in accordance with written procedures established by the issuing agency and approved by the governing body or chief executive officer of the issuing agency. The hearing shall provide an independent, objective, fair, and impartial review of contested automated speed violations.

(4) (A) The issuing agency's governing body or chief executive officer of the designated jurisdiction shall appoint or contract with qualified independent examiners or administrative hearing providers that employ qualified independent examiners to conduct the administrative hearings. Examiners shall demonstrate the qualifications, training, and objectivity necessary to conduct a fair and impartial review, and shall meet the minimum requirements specified in subparagraph (B). The examiner shall be separate and independent from the notice of violation issuing and processing functions. An examiner's continued employment, performance evaluation, compensation, and benefits shall not, directly or indirectly, be linked to the amount of civil penalties upheld by the examiner or the number or percentage of violations upheld by the examiner.

(B) (i) Examiners shall have a minimum of 20 hours of training. The examiner, unless an employee of the designated jurisdiction, is responsible for the costs of the training. The issuing agency may reimburse the examiner for those costs. Training may be provided through any of the following:

(I) An accredited college or university.

(II) A program conducted by the Commission on Peace Officer Standards and Training.

(III) A program conducted by the American Arbitration Association or a similar organization.

(IV) Any program approved by the governing body or chief executive officer of the issuing agency, including a program developed and provided by, or for, the agency.

(ii) Training programs shall include topics relevant to the administrative hearing, including, but not limited to, applicable laws and regulations, enforcement procedures, due process, evaluation of evidence, hearing procedures, and effective oral and written communication. Upon the approval of the governing body or chief executive officer of the issuing agency, up to 12 hours of relevant experience may be

substituted for up to 12 hours of training. Up to eight hours of the training requirements described in this subparagraph may be credited to an individual, at the discretion of the governing body or chief executive officer of the issuing agency, based upon training programs or courses described in this subparagraph that the individual attended within the last five years.

(5) The employee of the designated jurisdiction who issues a notice of violation shall not be required to participate in an administrative hearing. To establish a violation, the issuing agency shall not be required to produce any evidence other than, in proper form, the notice of violation or copy thereof, including the photograph of the vehicle's license plate, and information received from the Department of Motor Vehicles identifying the registered owner of the vehicle. The documentation in proper form shall be prima facie evidence of the violation. If the designated jurisdiction meets its initial burden the recipient of the notice of violation may present any evidence and argument in defense.

(6) The examiner's final decision following the administrative hearing may be personally delivered to the person by the examiner or sent by first-class mail within 60 days of the date of the conclusion of the administrative hearing.

(7) Following a determination by the examiner that a person has committed the violation, the examiner may, consistent with the written guidelines established by the issuing agency, allow payment of the civil penalty in installments, or an issuing agency may allow for deferred payment or payments in installments, if the person provides evidence satisfactory to the examiner or the issuing agency, as the case may be, of an inability to pay the civil penalty in full. If authorized by the governing body of the issuing agency, the examiner may permit the performance of community service in lieu of payment of the civil penalty.

(8) If a notice of violation is dismissed following an administrative hearing, any civil penalty, if paid, shall be refunded by the issuing agency within 30 days.

22428. (a) Within 30 days after personal delivery or mailing of the final decision described in subdivision (c) of Section 22427, the contestant may seek review by filing an appeal to the superior court, where the case shall be heard de novo, except that the contents of the processing agency's file in the case on appeal shall be lodged by the designated agency at the designated agency's expense and be received into evidence. A copy of the notice of violation shall be admitted into evidence as prima facie evidence of the facts stated in the notice. A copy of the notice of appeal shall be served in person or by certified first-class mail with return receipt upon the processing agency by the appellant. For purposes of computing the 30-day period, Section 1013 of the Code of Civil Procedure shall be applicable. A proceeding under this subdivision is a limited civil case.

(b) The fee for filing the notice of appeal shall be as provided in Section 70615 of the Government Code. Upon receipt of the notice of appeal, the designated jurisdiction shall lodge its administrative record for the case with the court within 15 calendar days. The court shall notify the appellant of the appearance date by mail or personal delivery. The court shall retain the fee under Section 70615 of the Government Code regardless of the outcome of the appeal. If the appellant prevails, this fee and any payment of the civil penalty shall be promptly refunded by the issuing agency in accordance with the judgment of the court.

(c) The conduct of the hearing on appeal under this section is a subordinate judicial duty that may be performed by a commissioner or other subordinate judicial officer at the direction of the presiding judge of the court.

(d) If a notice of appeal of the examiner's decision is not filed within the period set forth in subdivision (a), the decision shall be deemed final.

(e) If the civil penalty has not been paid and the final decision is adverse to the appellant, the processing agency may, promptly after the decision becomes final, proceed to collect the civil penalty under Section 22426.

22429. (a) A designated jurisdiction shall offer a diversion program for indigent speed safety system violation recipients, to perform community service in lieu of paying the penalty for a speed system violation.

(b) A designated jurisdiction shall offer the ability for indigent speed safety system violation recipients to pay applicable fines and penalties over a period of time under a payment plan with monthly installments of no more than twenty-five dollars ($25) and shall limit the processing fee to participate in a payment plan to five dollars ($5) or less.

(c) Notwithstanding subdivisions (a) and (b), a designated jurisdiction shall reduce the applicable fines and penalties by 80 percent for indigent persons, and by 50 percent for individuals up to 250 percent above the federal poverty level.

(d) The person may demonstrate that they are indigent or make up to 250 percent above the poverty level or less by providing either of the following information, as applicable:

(1) Proof of income from a pay stub or another form of proof of earnings, such as a bank statement, that shows that the person meets the income criteria set forth in subdivision (b) of Section 68632 of the Government Code, subject to review and approval by the processing agency or its designee. The processing agency or its designee shall not unreasonably withhold its approval.

(2) Proof of receipt of benefits under the programs described in subdivision (a) of Section 68632 of the Government Code, including, but not limited to, an electronic benefits transfer card or another card, subject to review and approval by the processing agency. The processing agency or its designee shall not unreasonably withhold its approval.

22430. Any designated jurisdiction that used speed safety systems shall, on or before March 1 of the fifth year in which the system has been implemented, submit to its governing body and the transportation committees of the Legislature, consistent with Section 9795 of the Government Code, an evaluation of the speed safety system in their respective jurisdictions to determine the system's impact on street safety and the system's economic impact on the communities where the system is utilized. The report shall be made available on the internet websites of the respective jurisdictions and shall include all of the following information:

(a) Data, at least three months before and at least six months after implementation of each system, on the number and proportion of vehicles speeding from 11 to 15 miles per hour over the legal speed limit, inclusive, from 16 to 25 miles per hour over the legal speed limit, inclusive, 26 miles per hour over the legal speed limit, and for every violator traveling at a speed of 100 miles per hour or greater. Data shall also be collected on the average speed of vehicles and 85th percentile speed of vehicles. To the extent feasible, the data should be collected at the same time of day, day of week, and location.

(b) The number of notices of violation issued under the program by month and year, the corridors or locations where violations occurred, and the number of vehicles with two or more violations in a monthly period and a yearly period.

(c) Data, before and after implementation of the system, on the number of traffic collisions that occurred where speed safety systems are used, relative to citywide data, and the transportation mode of the parties involved. The data on traffic collisions shall be categorized by collision type and injury severity, such as property damage only, complaint of pain, other visible injury, or severe or fatal injury.

(d) The number of violations paid, the number of delinquent violations, and the number of violations for which an initial review is requested. For the violations in which an initial review was requested, the report shall indicate the number of violations that went to initial review, administrative hearing, and de novo hearing, the number of notices that were dismissed at each level of review, and the number of notices that were not dismissed after each level of review.

(e) The costs associated with implementation and operation of the speed safety systems, and revenues collected by each jurisdiction.

(f) A racial and economic equity impact analysis, developed in collaboration with local racial justice and economic equity stakeholder groups. The analysis shall include the number of notices of violations issued to indigent individuals, the number of notices of violations issued to individuals of up to 250 percent above the poverty line, and the number of violations issued to each ZIP Code.

22431. This article shall remain in effect only until January 1, 2032, and as of that date is repealed.

SEC. 5. The Legislature finds and declares that Section 4 of this act, which adds Section 22425 to the Vehicle Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

To protect the privacy interests of persons who are issued notices of violation under a speed safety systems pilot program, the Legislature finds and declares that the photographic or administrative records generated by the program shall be confidential, and shall be made available only to alleged violators and to governmental agencies solely for the purpose of enforcing these violations and assessing the impact of the use of speed safety systems, as required by this act.

SEC. 6. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances with traffic speed enforcement in the Cities of Los Angeles, San Jose, Oakland, Glendale, and Long Beach, and the City and County of San Francisco.

Surveillance Technology Policy
Automated Speed Enforcement
Municipal Transportation Agency

The City and County of San Francisco values privacy and protection of San Francisco residents' civil rights and civil liberties. As required by San Francisco Administrative Code, Section 19B, the Surveillance Technology Policy aims to ensure the responsible use of Automated Speed Enforcement (hereinafter referred to as "surveillance technology" or ASE or ASE Technology) itself as well as any associated data, and the protection of City and County of San Francisco residents' civil rights and liberties.

PURPOSE AND SCOPE

The Department's mission is to connect San Francisco through a safe, equitable, and sustainable transportation system.

The Surveillance Technology Policy ("Policy") defines the manner in which the surveillance technology will be used to support this mission, by describing the intended purpose, authorized and restricted uses, and requirements.

This Policy applies to all department personnel that use, plan to use, or plan to secure the surveillance technology employees, contractors, and volunteers. Employees, consultants, volunteers, and vendors while working on behalf of the City with the Department are required to comply with this Policy.

POLICY STATEMENT

The authorized use of the surveillance technology for the Department is limited to the following use cases and is subject to the requirements listed in this Policy.

Authorized Use(s):

1.	*Enforce speed limits on City streets in accordance with California Vehicle Code sections 22425-22434 (Speed Safety System Pilot Program)*
2.	*Analysis of and reporting on speed enforcement, as required under the Speed Safety System Pilot Program.*

Prohibited use cases include any uses not stated in the Authorized Use Case section.

Department may use information collected from technology only for legally authorized purposes, and may not use that information to unlawfully discriminate against people based on race, ethnicity, political opinions, religious or philosophical beliefs, trade union membership, gender, gender identity, disability status, sexual orientation or activity, or genetic and/or biometric data.

BUSINESS JUSTIFICATION
Reason for Technology Use

Surveillance Oversight Review Dates
PSAB Review: TBD (list all dates at PSAB, and write "Recommended: MM/DD/202X" for rec date)
COIT Review: TBD (list all dates at COIT, and write "Recommended: MM/DD/202X" for rec date)
Board of Supervisors Approval: TBD

The surveillance technology supports the Department's mission and provides important operational value in the following ways:

In line with its mission, the Department uses ASE technology to efficiently enforce vehicle speed laws. This use supports the Department's mission to achieve zero traffic-related fatalities (Vision Zero Policy), as traffic enforcement is a critical component of the "three E's" of Vision Zero--education, engineering, and enforcement. Speed is the leading contributor to traffic collisions causing serious injuries and fatalities, and this technology is intended to reduce vehicle speeding.

Description of Technology

"Speed safety system" or "system" means a fixed or mobile radar or laser system or any other electronic automated detection equipment to detect a violation of speed laws and utilizes cameras to obtain a clear photograph of a speeding vehicle's rear license plate. These cameras are only triggered by speeding vehicles. They do not record data unless triggered by a speeding vehicle.

Resident Benefits

The surveillance technology promises to benefit residents in the following ways:

	Benefit	Description
☐	Education	
☐	Community Development	
☒	Health	Health: speed cameras have been proven in hundreds of cities to reduce rates of serious injuries and fatalities due to speed. As speed is the primary factor in collisions in San Francisco, this technology could reduce the risk of roadway collisions, improving overall citywide public health.
☐	Environment	
☒	Criminal Justice	Criminal Justice: removes bias from enforcement of traffic violations and limits contact with uniformed police officers
☐	Jobs	
☐	Housing	
☒	Public Safety	Public Safety: speed cameras have been proven to reduce the likelihood of a speed-related collision, thus improving overall public safety on roadways.

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Department Benefits

The surveillance technology will benefit the department in the following ways:

	Benefit	Description
☐	Financial Savings	
☒	Time Savings	Helps staff remotely identify speeding violations at multiple locations, improving effectiveness and efficiency of speed enforcement.
☒	Staff Safety	Enforces speed limits without the potential for in-person traffic stops.
☒	Data Quality	Improves accuracy of data related to speeding vehicle speeding over the posted speed limits. Provides data to inform policies and regulations and allows for more immediate data to demonstrate the impacts of various traffic control measures on streets over time.
☒	Other	Provides data regarding the effectiveness of speed safety cameras over a five-year pilot period, which will inform future statewide policies regarding automated speed enforcement.

POLICY REQUIREMENTS

This Policy defines the responsible data management processes and legally enforceable safeguards required by the Department to ensure transparency, oversight, and accountability measures. Department use of surveillance technology and information collected, retained, processed or shared by surveillance technology must be consistent with this Policy; must comply with all City, State, and Federal laws and regulations; and must protect all state and federal Constitutional guarantees.

Specifications: The software and/or firmware used to operate the surveillance technology must be up to date and maintained within two versions of most current version of technology.

Data Collection: Department shall only collect data required to execute the authorized use cases. All data collected by the surveillance technology, including PII, shall be classified according to the City's Data Classification Standard.

The surveillance technology collects some or all of the following data type(s):

Data Type(s)	Format(s)	Classification
Digital Images of rear license plate	Photographic, JPEG	Level 3

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Notification: Departments shall notify the public of intended surveillance technology operation at the site of operations through signage in readily viewable public areas. Department notifications shall identify the type of technology being used and the purpose for such collection.

Department includes the following items in its public notice:

- ☒ Information on the surveillance technology
- ☒ Description of the authorized use
- ☐ Type of data collected
- ☐ Data retention
- ☒ Department identification
- ☒ Contact information
- ☐ Persons individually identified

Access: All parties requesting access must adhere to the following rules and processes:

- • Authorized users must complete mandatory training and obtain login credentials.
  - • Only authorized users may use ASE technology or access data.
  - • Authorized users must log into tablet or computer, as applicable, to access ASE technology data.

A. Department employees

Once collected, the following roles and job titles are authorized to access and use data collected, retained, processed or shared by the surveillance technology:

- 104X - IT Staff
- 109X - Operations Support Admin
- 182X - Administrative Analyst
- 528X - Transportation Planning Professsionals
- 816X - Hearing Officer
- 821X - Enforcement staff
- 91XX - Managers
- 950X - Citations Clerk

B. Members of the public

Department will comply with the California Public Records Act, the San Francisco Sunshine Ordinance, the requirements of the federal and State Constitutions, and federal and State civil procedure laws and rules.

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Collected data that is classified as Level 1-Public data may be made available for public access or release via DataSF's Open Data portal. Open Data has a Public Domain Dedication and License, and makes no warranties on the information provided. Once public on Open Data, data can be freely shared, modified, and used for any purpose without any restrictions. Any damages resulting from use of public data are disclaimed.

Members of the public may also request access by submission of a request pursuant to San Francisco's Sunshine Ordinance. No record shall be withheld from disclosure in its entirety unless all information contained in it is exempt from disclosure under express provisions of the California Public Records Act or some other statute.

Training: To reduce the possibility that surveillance technology or its associated data will be misused or used contrary to its authorized use, all individuals requiring access must receive training on data security policies and procedures.

Department shall require all elected officials, employees, consultants, volunteers, and vendors working with the technology on its behalf to read and formally acknowledge all authorized and prohibited uses dictated by this policy. Department shall also require that all individuals requesting data or regularly requiring data access receive appropriate training before being granted access to systems containing PII.

The Department will ensure employees and vendors are trained on how to use the ASE technology correctly and ensure ASE data is used for its intended use only. Training includes explaining how employees and vendors can use data and how to report problems with the ASE system.

Data Security: Department shall secure PII against unauthorized or unlawful processing or disclosure; unwarranted access, manipulation or misuse; and accidental loss, destruction, or damage. Surveillance technology data collected and retained by the Department shall be protected by the safeguards appropriate for its classification level(s) as defined by the National Institute of Standards and Technology (NIST) security framework 800-53, or equivalent requirements from other major cybersecurity frameworks selected by the department.

Department shall ensure compliance with these security standards through the following:

Administrative Safeguards: The Department will secure any PII against unauthorized access, processing, disclosure, and accidental loss, destruction, or damage. ASE data collected and retained by the Department will be protected by the safeguards

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appropriate for its classification level(s).

To protect ASE data from unauthorized access and control, including misuse, the Department shall, at minimum, apply the following safeguards:

• Authorized users will login credentials with MFA, if available, and use complex passwords to access the ASE technology. • All access to and activity in the ASE system will be logged and be audited.

Data Storage: Data will be stored in the following locations and encrypted at rest (at the following locations):

☒ Local storage (e.g., local server, storage area network (SAN), network attached storage (NAS), backup tapes, etc.)

☐ Department of Technology Data Center

☒ Software as a Service Product

☐ Cloud Storage Provider

Data Sharing: In accordance with California Vehicle Code section 22425(l)(1), data, including photographic or administrative records, made by the surveillance technology shall be confidential and shall not be shared unless required by law. The Department shall use and allow access to such data only for the purposes authorized under section 22425.

A.   Internal Data Sharing:

The department will not share surveillance technology data with other departments or entities inside the City and County of San Francisco. The department will analyze the data internally and share anonymized reports with other Vision Zero departments, such as San Francisco Police Department (SFPD), Office of the Medical Examiner (OME), and Department of Public Health (DPH).

B.   External Data Sharing:

The department will not share surveillance technology data externally with entities outside the City and County of San Francisco unless a warrant/subpoena was issued.

Data Retention: The retention schedule for data generated by the surveillance technology is prescribed by California Vehicle Code section 22425(l), as follows:

Retention Period	Retention Justification
Photographic evidence: up to 60 days after final disposition of notice of	Retention period established under California Vehicle Code section 22425(l).

speeding violation; up to five days if no notice of speeding violation is issued.	
Confidential information received from the Department of Motor Vehicles to issue notices of violation): up to 120 days after final disposition of notice of speeding violation.	Retention period established under California Vehicle Code section 22425(l).

Exceptions to Retention Period - Department does not plan to retain data beyond what is described in the retention period above.

Data Disposal: Upon completion of the data retention period, Department shall dispose of data in the following manner:

- Upon completion of the applicable data retention period, the Department will automatically dispose of raw ASE data (e.g., ASE data that has not been anonymized or aggregated).

- In accordance with the California Vehicle Code section 22425(l)(3), photographic evidence and other confidential information from DMV will destroyed in a manner that maintains the confidentiality of any person included in the record or evidence.

COMPLIANCE

Department Compliance

Department shall oversee and enforce compliance with this Policy using the following methods: The Department will assign the positions listed below to oversee, or assign staff members under their direction to oversee, compliance with this Policy.

• 9180 Director of Parking Enforcement and Traffic

• 5290 Program Manager for SFMTA Speed Safety Cameras

Interdepartmental, Intergovernmental & Non-Governmental Entity Compliance

In accordance with California Vehicle Code section 22425(l)(5), information collected and maintained by the Department using the surveillance technology shall not be disclosed to any other persons, including, but not limited to, any other state or federal government agency or official for any purpose, except as required by state or federal law, court order, or in response to a subpoena in an individual case or proceeding.

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Oversight Personnel

Department shall be assigned the following personnel to oversee Policy compliance by the Department and third-parties.

• 9180 Director of Parking Enforcement and Traffic

• 5290 Program Manager for SFMTA Speed Safety Cameras

Sanctions for Violations

Sanctions for violations of this Policy include the following:

• Violations of this Policy may result in disciplinary action commensurate with the severity of violation. Sanctions include written warning, suspension, and termination of employment.

If a Department is alleged to have violated the Ordinance under San Francisco Administrative Code Chapter 19B, Department shall post a notice on the Department's website that generally describes any corrective measure taken to address such allegation.

Department is subject to enforcement procedures, as outlined in San Francisco Administrative Code Section 19B.8.

EXCEPTIONS

Under California Vehicle Code section 22425(I)(5), the Department cannot disclose or share data from the ASE with anyone, including state or federal government agencies or officials for any purpose, except as required by state or federal law, court order, or in response to a subpoena in an individual case or proceeding.

DEFINITIONS

Personally Identifiable Information:	Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
Raw Data:	Information collected by a surveillance technology that has not been processed and cleaned of all personal identifiable information. The distribution and use of raw data is tightly restricted.
Exigent Circumstances	An emergency involving imminent danger of death or serious physical injury to any person that requires the immediate use of Surveillance Technology or the information it provides.

AUTHORIZATION

Section 19B.4 of the City's Administrative Code states, "It is the policy of the Board of Supervisors that it will approve a Surveillance Technology Policy ordinance only if it determines that the benefits the Surveillance Technology ordinance authorizes outweigh its costs, that the Surveillance Technology

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Policy ordinance will safeguard civil liberties and civil rights, and that the uses and deployments of the Surveillance Technology under the ordinance will not be based upon discriminatory or viewpoint-based factors or have a disparate impact on any community or Protected Class."

QUESTIONS & CONCERNS

Public Inquiries

Public complaints or concerns may be submitted to the Department by calling 311 or visiting 311.org.

Department shall acknowledge and respond to complaints and concerns in a timely and organized response, and in the following manner:

Department will respond to 311 complaints.

Inquiries from City and County of San Francisco Employees

All questions regarding this policy should be directed to the employee's supervisor or to the director. Similarly, questions about other applicable laws governing the use of the surveillance technology or the issues related to privacy should be directed to the employee's supervisor or the director.

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Appendix J
Implementation Schedule

Task Name	Duration In Calendar Days	Start	Finish
SFMTA Automated Speed Enforcement Program			
Program Kick Off			
Contract Execution	1	Day 0	Day 1
Site Specific Notice to Proceed	1	Day 2	Day 3
Procure Equipment	51	Day 4	Day 55
Define Build Requirements (Requires Client Engagement & Approvals from Enforcement Agencies, Finance & Courts)			
SFMTA Automated Speed Enforcement/Verra Mobility Key Stakeholders Kick Off Meeting	2	Day 2	Day 4
Collect Business Rules Processing Requirements	30	Day 5	Day 35
Collect Application Requirements	30	Day 5	Day 35
Collect Banking Requirements	30	Day 5	Day 35
Collect Construction Rules Requirements with client SFPUC and PG&E	1	Day 5	Day 6
Finalize Acceptance Criteria	30	Day 5	Day 35
Solution Build Out and Deliver Plans Permits & Construction *			
Survey, Design and Plan Submittal	20	Day 7	Day 27
		Within 30 days from Notice To Proceed (after award): a. Complete set of plans for 33 ASE Systems signed and sealed by the vendor's licensed engineer registered in the state of California.	
Permitting	28	Day 27	Day 55
Coordinate with SF Public Utilities Commission	10	Day 56	Day 66
Coodinate with Pacific Gas & Electric	20	Day 56	Day 76
Construction, Inspections & Installations	32	Day 56	Day 88
		Within 90 days from Notice To Proceed (after award): Installation of roadside equipment at 33 ASE System sites, including the installation of required electrical connections and metering equipment as specified by PG&E.	
Back Office Customization			
Application and Notice Development and Customization	45	Day 36	Day 81
System Testing, Camera Synchronization and Final Acceptance	15	Day 82	Day 96
Application Development	60	Day 36	Day 96
Banking Set Up	45	Day 36	Day 81
		Within 100 days from Notice To Proceed (after award): a. Operationalize 33 ASE Systems and SaaS Software to commence 60- day warning period.	
Public Awareness & Training			
Public Awareness Scoping Session	1	Day 36	Day 37
Develop Campaign Collateral Concepts and Plan	14	Day 38	Day 52
SFMTA Automated Speed Enforcement / Verra Review Concepts and Plan	7	Day 53	Day 60
Operational Program - Warnings	60	Day 97	Day 157
Client Training	3	Day 102	Day 105
Program Citation Live		**Day 158**	

The schedule outlined above creates a path for delivering a Speed Enforcement program. *Site permits and construction timelines as indicated above are estimates.