

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made between the Colorado Cross-Disability Coalition, a Colorado non-profit corporation (“CCDC”) and the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to C.R.S. § 32-9-101, *et seq.* (“RTD”). CCDC and RTD are referred to collectively as the “Parties” and individually as a “Party.”

### RECITALS

WHEREAS, CCDC filed a lawsuit against RTD in the United States District Court for the District of Colorado, where it was designated as Case Number 13-cv-02760-PAB-MJW (“Federal Lawsuit”). In the Federal Lawsuit, CCDC asserts claims against RTD for violation of Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.* (“ADA”) and section 504 of the Rehabilitation Act, as amended, 28 U.S.C. § 794 (“Section 504”).

WHEREAS, CCDC filed a lawsuit against RTD in the District Court for the City and County of Denver, where it was designated as Case Number 2014cv030361 (“State Lawsuit”). In the State Lawsuit, CCDC filed an Application for an Order to Show Cause Pursuant to C.R.S. § 24-72-204(5) alleging that RTD failed to produce documents pursuant to a request for records under Colorado’s Open Records Act.

WHEREAS, RTD denies any improper or unlawful conduct with respect to CCDC, and denies that CCDC is entitled to any relief whatsoever.

WHEREAS, without admission of liability, the Parties to this Agreement wish to settle and compromise all of their disputes and differences, whether known or unknown, asserted or unasserted and avoid further litigation of matters related to CCDC’s members’ use of RTD’s services or programs or any other matters whatsoever.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties to this Agreement agree as follows:

### TERMS

1. **Effective Date.** This Agreement shall become effective (the “Effective Date”) upon execution of this Agreement by both Parties, as indicated by the last date affixed to the signature of any Party hereto.

2. **Payment.** In consideration of the Agreement, CCDC’s full and complete release of all known and unknown claims, and the filing of a Stipulation of Dismissal, RTD agrees to make the following payment as detailed below.

- a. Within 14 calendar days following the Effective Date and after CCDC has executed a Stipulation of Dismissal as specified in Paragraph 11 below, and on the express condition that CCDC has not revoked this

Agreement, RTD shall deliver by mail to CCDC, a check in the amount of seventy-five thousand dollars (\$75,000.00) made payable to "CCDC". This payment is intended to reflect the attorneys' fees and costs incurred by CCDC during this litigation.

- b. If, for any reason, at any time, a claim is made against RTD for any tax, lien or other legal claim in connection with or arising out of any payment made pursuant to this Paragraph 2, CCDC shall respond to any such claim within 30 calendar days of being notified by RTD, and CCDC agrees to indemnify RTD and hold it harmless against such claims, including, but not limited to, taxes, liens, attorneys' fees, penalties and/or interest, which are or become due from RTD.

3. **Non-Monetary Terms.** In consideration of the Agreement, CCDC's full and complete release of all known and unknown claims and the filing of a Stipulation of Dismissal, RTD agrees to take the following actions as detailed below.

- a. **Boarding Individuals with Disabilities who Use Mobility Aids to Ensure Access Policy.** Within 30 calendar days following the Effective Date, RTD will adopt a policy to ensure individuals who use Mobility Aids, including Wheelchairs, have equal access to its buses and to the Securement Areas, substantially in the form of **Exhibit A ("Policy")**. The Policy will be incorporated into RTD's Trailblazer, posted on RTD's website, and otherwise made available to the public using RTD's regular business practices. The Policy will apply to all bus operators, bus operator training staff, street supervisors, dispatchers and safety and customer service representatives. Each individual will be required to read and acknowledge review of the Policy, and agree to be bound to its terms as a term and condition of that person's employment. RTD will assess liquidated damages against all contractors who fail to provide written acknowledgement regarding each individual.

- b. **Training.**

- i. **ADA Training.** Within nine months following the Effective Date, every new bus operator, bus operator training staff, bus operator manager, street supervisor, dispatcher, and customer service representative (or similar positions for contractors) will complete an "ADA Training" course. The ADA Training will last for a minimum of eight hours, with up to one hour to cover the Policy. Each attendee must pass a test demonstrating that the attendee understands the curriculum. Upon completion, each participant will receive an "ADA Certification" and completion of their class will be noted in their training records maintained by RTD. The ADA Training course curriculum will be incorporated into the initial training for each of the job positions identified in this sub-paragraph.

- ii. **ADA Refresher Training.** Every existing bus operator, bus operator training staff, bus operator manager, street supervisor, dispatcher, and customer service representative (or similar positions for contractors) will participate in an annual “ADA Refresher Training” course. The ADA Training will last for no less than three hours total, with up to 45 minutes total to cover the Policy. Each attendee must pass a test demonstrating that the attendee understands the curriculum. Upon completion of the course, each participant will receive an “ADA Refresher Certification” and completion of their class will be noted in their training records.
- iii. **Video Recording of Training.** One ADA Training session and one ADA Refresher Training session at RTD will be videotaped; a copy of the video will be provided to CCDC within 30 calendar days after the video is available to RTD.
- iv. **CCDC Involvement.** Within 30 calendar days following the Effective Date, the RTD Bus Operator Training Manager will meet with a CCDC staff member with the purpose of collaborating on the curriculum for the ADA Training and ADA Refresher Training. Each quarter, RTD will notify CCDC of the training schedule. One CCDC staff member may attend each training session, provided that CCDC notifies RTD 48 hours prior to the start of the session; provided that if a CCDC staff member is unable to attend a training session, then that session will not be canceled, rescheduled or delayed. Beginning in 2015 and for 3 years thereafter, the RTD Bus Operator Training Manager will meet with a CCDC staff member with the purpose of collaborating on the curriculum for the ADA Training and ADA Refresher Training. For each instance in which a CCDC staff member attends either a meeting or training class as allowed by this subparagraph, RTD will compensate CCDC for the time that individual actually attends, plus travel time, at a rate of \$15 per hour for a maximum of 8 hours for each meeting. To receive compensation, within seven calendar days following the meeting or session attended, CCDC must submit an invoice for payment to RTD Bus Operator Training. RTD will pay any undisputed invoice within 30 calendar days following its receipt of the invoice.
- v. **RTD Contractors.** RTD will require each contractor that provides fixed-route service to complete the ADA Training and ADA Refresher Training and maintain training records pursuant to the same terms and conditions as set forth above, except that each contractor may complete the ADA Refresher Training in monthly increments. This requirement must be imposed and in practice by the conclusion of the first complete calendar quarter following the Effective Date, and the

requirement will be included in the next two Requests for Proposals for fixed-route service.

**c. Signage on Buses.**

- i. **Priority Seating Area.** Within 30 calendar days following the Effective Date, RTD will install on all fixed-route buses a sign on the window or on the bus immediately adjacent to the first row of available seats that complies with 49 C.F.R. § 37.167 and 38.27, that contains the following language in both English and Spanish:

PRIORITY SEATS FOR PERSONS WITH  
DISABILITIES AND ELDERLY. MAKE SEATS  
AVAILABLE FOR SUCH PASSENGERS OR UPON  
REQUEST.

- ii. **Securement Area.** Within 30 calendar days following the Effective Date, RTD will install on all fixed-route buses a sign on the window or on the bus immediately adjacent to the wheelchair securement area that complies with 49 C.F.R. § 37.167 and 38.27(c), that contains the following language in both English and Spanish:

FEDERAL LAW REQUIRES THIS AREA MUST BE  
VACATED WHEN A PERSON WITH A DISABILITY  
WHO IS USING A WHEELCHAIR FOR MOBILITY  
NEEDS THIS SPACE.

**d. Video Recording.**

- i. **Video Preservation.** Within 30 calendar days following the Effective Date, RTD will adopt a written procedure that directs RTD staff on how to preserve video evidence on fixed-route buses either upon receipt of a customer complaint concerning a bus operator's failure to follow the Policy or any incident in which the bus operator contacts dispatch using the "ADA PAX PASS-UP" button, substantially as described in **Exhibit B** ("Video Preservation Procedure").
- ii. **Video Preservation Meeting.** Within 30 calendar days following the Effective Date, RTD will arrange a meeting between the RTD staff responsible for video recording preservation and CCDC staff to demonstrate to CCDC staff how video evidence is preserved.
- iii. **Video System Update.** The vehicle specifications in the next two requests for proposals to procure buses for RTD's fixed-route bus fleet will include video cameras to be installed

inside the vehicles that meet the minimum specifications substantially as described in **Exhibit C** (“Video Specifications”). RTD will retrofit the remaining vehicles in its fixed-route bus fleet to meet the minimum specifications of the Video Specifications as funding becomes available.

**e. Reporting and Cooperation.**

- i. **Initial Report.** Within 90 calendar days following the Effective Date, RTD will provide CCDC with an Initial Report. The purpose of the Initial Report will be to determine a data baseline and to assess, in both data and other subjective evidence available, the effect of the policy and training as required by this Agreement. The Initial Report will include the following information: (1) each incident in which a bus operator presses the “ADA PAX PASS-UP” button; and (2) each incident in which a passenger complains that an operator has violated the Policy. For each of (1) or (2) above, the Initial Report will include the following information: date, time, route and stop, time the next bus was due, whether a transfer was offered and accepted, whether the ADA PAX PASS-UP form was provided, whether alternative transportation was provided, whether RTD attempted to preserve video evidence, and whether video evidence was available. The Initial Report will be made available to the CCDC, Denver Regional Mobility Access Council (“DRMAC”), posted on RTD’s website, and provided to the RTD Board of Directors.
- ii. **Initial Meeting.** Within 30 calendar days following RTD’s distribution of the Initial Report to CCDC, RTD will schedule a meeting between RTD senior-level staff (including RTD General Manager and/or Assistant General Manager, Bus Operations) and CCDC’s Executive Director and/or Legal Program Director to review and discuss the Initial Report.
- iii. **Annual Report.** Annually beginning in 2015, by no later than January 15 of each year, for the next three years following the Effective Date, RTD will provide CCDC with an ADA Securement Area Report. The Securement Area Report shall include the following information: (1) each incident in which a bus operator presses the “ADA PAX PASS-UP” button; and (2) each incident in which a passenger complains that an operator has violated the Policy. For each of (1) or (2) above, the Securement Area Report will include the following information: date, time, route and

stop, time the next bus was due, whether a transfer was offered and accepted, whether the ADA PAX PASS-UP form was provided, whether alternative transportation was provided, whether RTD attempted to preserve video evidence, and whether video evidence was available. The Securement Area Report will be made available to CCDC, DRMAC, posted on RTD's website, and provided the RTD Board of Directors.

- iv. **Annual Meeting.** Within 30 calendar days following RTD's distribution of the Securement Area Report to CCDC, RTD will schedule a meeting between RTD senior-level staff (including RTD General Manager and/or Assistant General Manager, Bus Operations) and CCDC's Executive Director and/or Legal Program Director to review and discuss the Securement Area Report.
  
- f. **Public Outreach.** Within 90 calendar days following the Effective Date, RTD will prepare a public outreach campaign with the purpose of (i) encouraging non-disabled passengers to make room for passengers using wheelchairs who need to use the securement area to board the bus, and (ii) informing passengers of the Policy ("Outreach Campaign"). The Outreach Campaign will include posters on-board fixed-route vehicles, flyers, web- and social-media based marketing, and one open meeting at a time and location mutually agreeable to both RTD and CCDC. RTD will deliver proofs of the Outreach Campaign marketing materials to CCDC for its review and approval. CCDC will have 14 calendar days to review, comment and approve the campaign materials for consistency with the Policy. Within 20 calendar days following CCDC approval, RTD will commence the Outreach Campaign.
  
- g. **Complaint Process.** Within six months following the Effective Date, RTD will implement a customer complaint system concerning the Policy ("Complaint Process"). The Complaint Process will include a process to receive, track, investigate and resolve each complaint. If requested, RTD will provide to the passenger making the complaint ("Complainant") the Investigation Checklist substantially in the form attached as **Exhibit D** ("Resolution"). CCDC may object to the Resolution and/or request the information obtained during the investigation by submitting a written request to RTD within 14 calendar days after the Complainant receives the Resolution ("Objection"). Within 7 calendar days after receiving the Objection, an RTD representative will meet with CCDC to review the Resolution and document the resolution of the Objection. At that point, if the dispute remains unresolved, CCDC and RTD shall escalate the dispute to be resolved by the RTD Deputy Assistant General Manager of Bus Operations and the CCDC Executive Director or their designees. RTD will

maintain records of each Objection and its resolution and provide the summary data and investigation materials to the ADA Expert.

- h. Expert Review and Report.** Within three months following the Effective Date, RTD will retain an expert consultant qualified in and experienced with ADA compliance with fixed-route bus service and otherwise unaffiliated with RTD (“ADA Expert”). RTD will enter into a contract with the ADA Expert to review, audit and prepare a written report to ensure that RTD implements and enforces the Policy in compliance with the ADA (“Initial Expert Report”). The purpose of the ADA Expert’s scope of work will be to ensure that individuals with disabilities who use mobility aids have equal access to fixed-route buses. Within approximately six months after RTD receives the Initial Expert Report, the ADA Expert will return to RTD to review, audit and prepare a written follow-up report to ensure that RTD has taken the actions identified in the Initial Expert Report (“Mid-Year Report”). Thereafter, on an annual basis for the next three consecutive years, RTD will enter into a contract with an ADA Expert to review, audit and prepare a written report to ensure that individuals with disabilities who use mobility aids have equal access to fixed-route buses (“Annual Report”). RTD staff will provide to CCDC, RTD’s Senior Leadership Team and the RTD Board of Directors a copy of the report and action plan response to bring RTD into compliance with any deficiency noted in any of the reports required by this sub-paragraph.
- i. Liquidated Damages.** RTD shall pay liquidated damages to CCDC as follows: (1) the ADA Expert finds that RTD has failed to take appropriate remedial action in response to a deficiency as noted in the ADA Expert report (“RTD Deficiency”), or (2) for each complaint where a bus operator violates the Policy as verified and determined by RTD (“Verified Operator Violation”) and reported by RTD annually to the ADA Expert and CCDC (“Complaint Summary”). Within 30 calendar days after its receipt of the report noting the RTD Deficiency or Complaint Summary, CCDC shall submit to RTD a written demand for liquidated damages that includes the basis for the demand. Within 60 calendar days after its receipt of the CCDC demand for liquidated damages, RTD shall pay CCDC liquidated damages in the amount of \$5,000 per RTD Deficiency and \$25 per Verified Operator Violation. If RTD disputes the demand for liquidated damages, the Parties shall proceed with dispute resolution in accordance with Sub-paragraph j.
- j. Dispute Resolution.** Disputes concerning an RTD Deficiency will be initially resolved between the RTD General Superintendent of Bus Operations or RTD Senior Manager of Contracted Services and the CCDC-RTD Staff Liaison. If they are unable to resolve the dispute, they will document the basis for the dispute, either independently or collectively, and forward such information in accordance with the following escalation priorities: (i) RTD’s Deputy Assistant General Manager of Bus Operations and CCDC’s Executive Director, or their designees, and (ii) RTD’s

Assistant General Manager of Bus Operations and CCDC's Executive Director, or their designees. If the dispute has not been resolved after the final level of this escalation process, the Parties will submit the dispute to binding mediation and/or arbitration before an objective third party to be selected by mutual agreement of the Parties. The costs of the mediation shall be split evenly between the Parties; the prevailing party shall be responsible for the other Party's reasonable attorneys' fees.

- k. Term.** Unless otherwise specified, the term of these Non-Monetary terms shall commence on the Effective Date and terminate three years thereafter.
- l. FTA.** In the event that the Federal Transit Administration ("FTA") issues a directive or finds a deficiency that conflicts with any of the Non-Monetary terms, RTD's obligation to CCDC will cease, but only so that RTD shall comply with the FTA directive.

4. **Releases by CCDC.** Except for obligations arising out of this Agreement, CCDC, Julie Reiskin, Douglas Howey, Marilyn Paulson, Pamela Carter, Paul Stewart and Jon Jaime Lewis, for themselves and on behalf of their successors, officers, affiliates, subrogees, principals, agents, partners, employees, associates, attorneys, representatives and assigns, does hereby voluntarily, intentionally, and knowingly fully release and discharge RTD and its affiliates, predecessors, successors, subrogees, assigns, parents, subsidiaries, heirs, insurers, attorneys and each of their respective officers, directors, board members, agents, representatives and employees, and any other related individual or entity, from any and all past, present or future claims actions, causes of action, demands, rights, liabilities, costs, expenses, attorneys' fees (including but not limited to any claim of entitlement for attorneys' fees under any contract, statute, or rule of law allowing a prevailing party or plaintiff to recover attorneys' fees not otherwise provided for in this Agreement), damages, and controversies of every kind and nature related to RTD's fixed-route services that CCDC, Julie Reiskin, Douglas Howey, Marilyn Paulson, Pamela Carter, Paul Stewart and Jon Jaime Lewis may have, direct or indirect, known or unknown, foreseen or unforeseen, from the beginning of time through the date CCDC executes this Agreement (the "Released Claims").

The Released Claims specifically include, but are not limited to, those which arise out of, relate to or are based upon: (i) use of RTD's fixed-route services, (ii) statements, acts or omissions by the parties whether in their individual or representative capacities, (iii) express or implied agreements (except as provided herein), (iv) any relationship between CCDC and/or RTD, (v) any claim for defense or indemnification, (vi) any claims that were or could have been raised against RTD in the Federal Lawsuit and/or State Lawsuit, under the common law or otherwise, (vii) all claims under the Americans with Disabilities Act, 42 U.S.C. § 12131, *et seq.* and section 504 of the Rehabilitation Act, as amended, 28 U.S.C. § 794, to the extent that those statutes apply to RTD, (viii) all claims under the Colorado Open Records Act, as amended, C.R.S. § 24-72-101 *et seq.*, and (ix) all other federal, state or municipal laws, rules and regulations to the extent that they apply to RTD and/or CCDC. Any claims that arise after the Effective Date are not included in the Released Claims.

5. **Unknown Facts.** This Agreement includes claims of every nature and kind, known or unknown, suspected or unsuspected. CCDC acknowledges that it may hereafter discover facts different from, or in addition to, those that it now knows to be true or believes to be true or believes to be true with respect to the Agreement, and CCDC agrees that this Agreement and the releases contained herein shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery thereof.

6. **Covenant Not to Sue or Encourage Litigation.** CCDC covenants that it will not initiate any lawsuit or proceeding, or otherwise assert any claim, action, cause of action, demand, right, or controversy of any kind that has herein been released. Nor will CCDC encourage any other individual to pursue any claim against RTD relating to the issues in the Federal Lawsuit or State Lawsuit, except the dispute resolution as provided in this Agreement. This Covenant Not to Sue does not include any claim or action arising out of or related to the enforcement of any provision of this Agreement.

7. **No Admission of Liability.** The Parties agree that nothing contained herein, and no action taken by any Party hereto with regard to the Agreement, shall be construed as an admission by any Party of liability or of any fact that might rise to liability for any purpose whatsoever.

8. **Confidentiality.** Within thirty (30) days following the Effective Date, the Parties shall issue a joint statement, substantially similar to the Joint Statement attached as **Exhibit E**. Except as herein provided, all discussions regarding this Agreement, including but not limited to, the amount of consideration, offers, counteroffers, or other terms or conditions of the negotiations or the terms and conditions of the agreement reached, shall be kept strictly confidential by CCDC, Julie Reiskin, Kevin Williams, Douglas Howey, Marilyn Paulson, Paul Stewart, Pamela Carter, and Jon Jaime Lewis, and their counsel to or from all persons and entities, except as required by law. In response to public inquiries about this matter, CCDC shall state only, "It has been resolved," and nothing more. CCDC and the above named persons will not in any way, directly or indirectly, by express statement or by implication, communicate to anyone their satisfaction or dissatisfaction with any term of this Agreement, including the settlement amount contained herein. By their signature below, Julie Reiskin, Kevin Williams, Douglas Howey, Marilyn Paulson, Paul Stewart, Pamela Carter, and Jon Jaime Lewis hereby agree to be bound to the provisions in this Paragraph. CCDC shall be permitted to post this Settlement Agreement on its website.

9. **Warranties.** CCDC warrants and represents as follows:

a. A CCDC representative has read this Agreement, and agrees to the conditions and obligations set forth in it;

b. This Agreement is voluntarily executed on behalf of CCDC after having been advised to consult with legal counsel and after having an opportunity to consult with legal counsel and without being pressured or influenced by any statement or representation or omission of any person acting on behalf of RTD including, without limitation, the officers, agents and attorneys for RTD, other than those set forth herein;

c. CCDC has not relied on any representation, either express or implied, either by statement or omission, by RTD or its agents in deciding to enter into this Agreement, other than those set forth herein;

d. CCDC is not aware of any other claims or lawsuits it may have, which could be or are filed or currently pending against RTD that it has not already advised RTD;

e. As of the date of this Agreement, CCDC has not assigned its rights under this Agreement;

f. The individual executing this Agreement on behalf of CCDC has full and complete legal authority to enter into this Agreement on behalf of CCDC.

g. CCDC admits, acknowledges and agrees that RTD is not otherwise obligated to agree to the monetary and non-monetary terms as set forth in this Agreement, and that there is good and sufficient consideration for this Agreement.

10. **Assignment.** No assignment will be permitted unless it is in writing and signed by the Parties.

11. **Stipulation of Dismissal.** Within three (3) days after execution of this Agreement by the authorized RTD representative and notice thereof to CCDC's attorneys, CCDC's representative will execute and file (i) a Stipulation of Dismissal with Prejudice in the U.S. District Court for the District of Colorado substantially stating that the Parties stipulate and agree that all claims of CCDC against RTD in the Federal Lawsuit should be dismissed with prejudice, each Party to pay its respective costs and attorneys' fees, and (ii) a Stipulation of Dismissal with Prejudice in the Denver District Court substantially stating that the Parties stipulate and agree that all claims of CCDC against RTD in the State Lawsuit should be dismissed with prejudice, each Party to pay its respective costs and attorneys' fees.

12. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties concerning the subject matter herein. The Parties acknowledge that there have been no promises or representations concerning the subject matter of this Agreement other than those set forth herein. This Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by all Parties.

13. **Venue and Applicable Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction will be in the Colorado federal court.

14. **Counterparts and Signatures.** This Agreement may be executed in counterparts. Scanned electronic and/or faxed signatures will be treated as originals.

15. **Severability.** If any provision of this Agreement is held illegal, invalid or unenforceable, such holding shall not affect any other provision hereof. In the event any

provision is held illegal, invalid or unenforceable, such provision shall be limited so as to effect the intent of the Parties to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release on the dates written below.

REGIONAL TRANSPORTATION DISTRICT

  
\_\_\_\_\_  
Phillip A. Washington  
General Manager  
Date: 2/19/2014

Approved as to Legal Form for RTD:

  
\_\_\_\_\_  
Jenifer M. Ross-Amato  
Associate General Counsel

COLORADO CROSS-DISABILITY COALITION

\_\_\_\_\_  
By: Julie Reiskin  
Its: Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Kevin Williams  
Its: Legal Program Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Julie Reiskin, in her Individual Capacity  
Date: \_\_\_\_\_

\_\_\_\_\_  
Douglas Howey  
Date: \_\_\_\_\_

\_\_\_\_\_  
Marilyn Paulson

provision is held illegal, invalid or unenforceable, such provision shall be limited so as to effect the intent of the Parties to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release on the dates written below.

REGIONAL TRANSPORTATION DISTRICT

\_\_\_\_\_  
Phillip A. Washington  
General Manager  
Date: \_\_\_\_\_

Approved as to Legal Form for RTD:

\_\_\_\_\_  
Jenifer M. Ross-Amato  
Associate General Counsel

COLORADO CROSS-DISABILITY COALITION

\_\_\_\_\_  
By: Julie Reiskin  
Its: Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Kevin Williams  
Its: Legal Program Director  
Date: 2/19/2014

\_\_\_\_\_  
Julie Reiskin, in her Individual Capacity  
Date: \_\_\_\_\_

\_\_\_\_\_  
Douglas Howey  
Date: 2014-2/19

\_\_\_\_\_  
Marilyn Paulson  
Marilyn Paulson

Date: 8/20/2014

Paul Stewart

Paul Stewart

Date: 8-20-14

Pamela Carter

Pamela Carter

Date: 2-20-2014

Jon Jaime Lewis

Jon Jaime Lewis

Date: 2-19-14

**Exhibit A**

**POLICY**

*(Pages to Follow)*

## EXHIBIT A

### Boarding Individuals with Disabilities who Use Mobility Aids to Ensure Access Policy

#### 1. Purpose

RTD will ensure individuals who use Mobility Aids, including Wheelchairs, have equal access to its buses and to the Securement Areas. This policy is effective on March 24, 2014.

#### 2. Definitions

**Individual with a Disability** means an individual with a physical or mental impairment that substantially limits one or more of the major life activities of that individual and any individual who identifies to a bus operator that the individual has a disability.

**Mobility Aid** means a device, such as a Wheelchair, scooter or walker, used by an Individual with a Disability for the purpose of mobility, not for convenience only.

**Priority Seating** means the first row of seating that is not the Securement Area or Securement Areas.

**Securement Area or Securement Areas** means one or both of the areas required on a fixed route bus for the purpose of securing a Wheelchair.

**Wheelchair** means a Mobility Aid belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

#### 3. Good Customer Service

All passengers with or without disabilities are to be treated with the highest degree of respect and concern for safety. Passengers using Wheelchairs or other Mobility Aids may be particularly vulnerable if left stranded at a bus stop. They do not want to wait for the next available bus any more than other passengers. Therefore, if you are unable to accommodate a passenger using a Wheelchair or other Mobility Aid for any reason, you are required to report the situation to the dispatcher and remain there until cleared to proceed.

#### 4. Boarding Strollers and Other Large Items

Articles, baggage or packages are not permitted on buses if they are dangerous or restrict free movement of passengers. Articles permitted on the bus must not interfere with the vehicle operation or any other passenger. Grocery carts must be folded or positioned so that they do not block the aisle of the bus. Whatever a passenger brings on the bus must be readily movable. When a passenger with a stroller boards the bus, require the passenger to collapse the stroller prior to boarding. Passengers will not be allowed to board with large strollers or other items that cannot be collapsed and/or stored in the seats behind the Securement Areas and Priority Seating.

You must advise the passenger upon boarding to use seats behind the Securement Areas and Priority Seating for themselves and their objects because if they do sit in the Securement Area, they will be required to move if needed by an Individual with a Disability using a Mobility Aid. Do not permit a passenger to fold up the seat to make room for items brought on board the bus, other than a Mobility Aid.

### **5. Boarding an Individual with a Disability who uses a Mobility Aid**

In order to ensure an Individual with a Disability who uses a Mobility Aid will have access to the bus when the Securement Areas are occupied, RTD operators will take the following steps:

- (1) Do not assume or state that the bus is too crowded to board a passenger with a Mobility Aid.
- (2) Get up and look first to see if other passengers are blocking the Securement Area or access to the Securement Area. Disabled passengers using Mobility Aids must have access to the Securement Area, because these are the only places they can sit and therefore have equal access to the bus.
- (3) If a passenger is utilizing a Securement Area, get up from the driver seat, approach the individual occupying the Securement Area and say, "I need to use this area to allow a passenger with a disability to board please. You will need to move to a seat behind the Securement Area." This applies to any person regardless of what equipment or items the individual has brought on the bus, except Mobility Aids. Request that Individuals with a Disability not using a Mobility Aid or using a Mobility Aid that does not require securement to move from the Securement Area. Offer to assist in finding a seat, if necessary.
- (4) When you are at a bus stop with both able-bodied passengers and passengers using Mobility Aids, you must clear the Securement Area to accommodate the boarding passenger using a Mobility Aid. It is not acceptable to allow the able-bodied passengers to board first, leaving insufficient space for the Individual with a Disability with a Mobility Aid. You should attempt to board Individuals with a Mobility Aid prior to boarding others waiting at the bus stop to ensure access to the Securement Areas.
- (5) Once sufficient space is made available to board the passenger, deploy the lift (if applicable), board the passenger, and then continue on the route.
- (6) Never blame the passenger who uses a Mobility Aid for delays, inconveniences or imply that the passenger is holding up the bus. Keep your interactions polite and respectful.
- (7) Unless the person occupying the Securement Areas is an Individual with a Disability who, for some disability-related reason needs to remain in the Securement Area, the person who is unwilling to move is in violation of RTD policies and is preventing the Individual with a Disability who uses a Mobility Aid from accessing the only seats available. You may not ask about disability, but the person may divulge. If the

person offers a disability-related reason for being in the Securement Area or the reason is apparent, do not inquire further. If the Individual with a Disability does not use a Mobility Aid, ask the person to move to the Priority Seating. If the person does not offer a disability-related reason for being in the Securement Area and the reason is not apparent, see Section 6.

#### **6. When an Individual in the Wheelchair Securement Area Does Not Move**

If an individual in the Securement Area does not move, RTD operators shall do the following:

- (1) Inform the waiting passenger who uses a Mobility Aid that the individuals occupying the Securement Areas refuse to move.
- (2) Inform passengers on the bus that the operator is required to contact the dispatcher to get further instruction because the individual in the Securement Area refuses to move. Do not leave the bus stop until cleared to do so by the dispatcher or supervisor.
- (3) Contact the dispatcher. On equipped buses, use the preprogrammed radio data message, "ADA PAX PASS-UP". This places your request for assistance to a high priority level. That means that your call will be handled ahead of other routine calls.
- (4) If you are unable to use the ADA PAX PASS-UP message, you must attempt to contact dispatch by other methods available and obtain instructions from a supervisor or dispatcher before leaving the stop.
- (5) The dispatcher will provide you with information on how the passenger will be accommodated. If practicable, RTD will send a street supervisor or security officer to the bus to talk to the passenger. If warranted, the street supervisor or security officer may issue a warning for suspension of service or take other appropriate action.
- (6) You must relay whatever action will be taken to the waiting passenger with a disability as soon as possible. Dispatch will instruct the bus operator of the alternative transportation, if applicable under Section 8 below, or offer a courtesy transfer.
- (7) You must provide a completed ADA PAX PASS-UP form to the waiting passenger with a disability. You must provide the information in writing and offer to read such information to the waiting passenger with a disability.

Only after following these steps are you to proceed.

#### **7. When the Securement Areas are Occupied by Individuals with Disabilities who use Mobility Aids**

If both the Securement Areas are occupied by Individuals with Disabilities who use Mobility Aids, the following shall apply:

- (1) The operator must inform the waiting passenger of this condition.

- (2) An operator may only inform the waiting passenger that the Securement Areas are full or occupied by Individuals with Disabilities who use Mobility Aids if it is absolutely clear that the passengers occupying the Securement Areas are, in fact, Individuals with Disabilities who use Mobility Aids, e.g., both passengers use Wheelchairs. If there is any doubt as to whether the persons occupying the Securement Areas are Individuals with Disabilities who use Mobility Aids, the operator must follow all of the steps in Section 6.
- (3) The operator shall provide the waiting passenger with the ADA PAX PASS-UP form as required in Section 6, shall offer the waiting passenger a courtesy transfer and use the preprogrammed data message, “ADA PAX PASS-UP” or, if that message system is unavailable, contact dispatch to notify RTD that an Individual with a Disability who uses a Mobility Aid did not board the bus because the Securement Areas were occupied. The dispatcher will provide instructions on alternative transportation.

#### **8. Alternative Transportation**

When an Individual with a Disability using a Mobility Aid is refused service because RTD informs the waiting passenger the Securement Areas are occupied and the next bus is not scheduled to arrive for 30 minutes or more, RTD will provide the rider with alternative transportation to ensure the passenger reaches the intended destination in a timely fashion.

**Exhibit B**

**VIDEO PRESERVATION PROCEDURE**

*(Pages to follow)*

**EXHIBIT B**

**Video Preservation/ADA Investigations**

**Video Preservation – Customer Complaints.**

1. The Division Customer Service Representative receives the complaint from TIC.
2. The Division Customer Service Representative immediately sends an email to Video Investigations requesting the video or DVR.
3. Video Investigations pulls the video of each complaint daily.
4. Video Investigations reviews video of incident.
5. If there was a functional video the security team posts it to a secure network for management to view.
6. Video Investigations stores a copy of each video in a secure location.
7. Each video is held pursuant to the RTD retention policy.

**Video Preservation – Passenger Pass-up.**

1. Video Investigations receives an ADA Passenger pass-up report every two days.
2. Video Investigations pulls each video in which the ADA PAX PASS-UP button was utilized.
3. Video Investigations reviews each instance in which the ADA PAX PASS-UP button was used.
4. If there was a functional video the Video Investigations posts it to a secure network for management to view.
5. Video Investigations stores a copy of each video in a secure location.
6. Each Video is held pursuant to the RTD retention policy.

**Exhibit C**

**VIDEO SPECIFICATIONS**

*(Pages to Follow)*



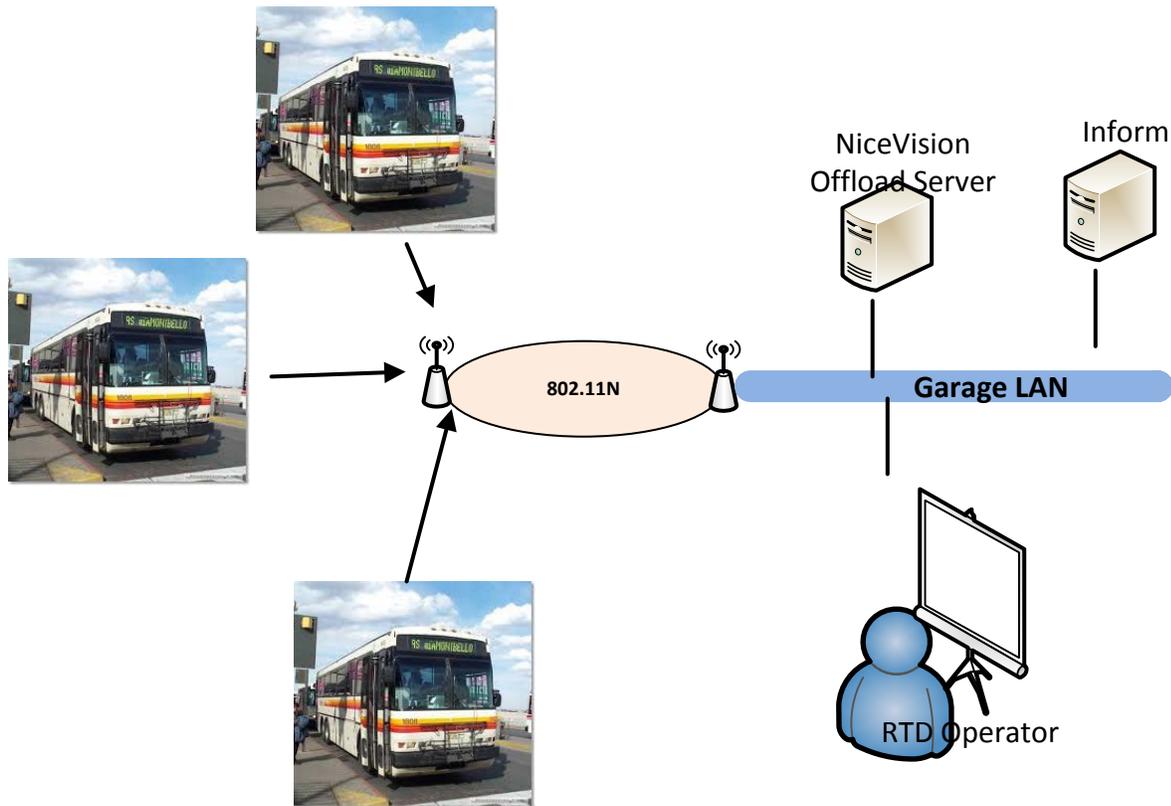
**SCOPE OF WORK (SOW)**  
**RTD mDVR**

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# 1. Introduction

The purpose of this document is to describe the Panasonic / NiceVision mDVR solution. The solution allows installing NiceVision SVR on RTD busses, with ability to selectively download video recording from the recorders. As bus is traveling without network connection, the video offload should occur when bus arrives at the station. The solution addresses the network topology where's the connection between the bus video recorder and the center (location where video is downloaded to) must be initiated from the bus due to network security limitations.



## 2. Functional Requirements

### 2.1. NiceVision SWO SVR installed on RTD busses

The NiceVision SVR SW will be installed by RTD local technician on a Panasonic HW, provided by RTD, with the following spec:

- Built-in Intel® Core™ i7 2610UE 1.5G Hz processor
- Support two Ethernet LAN ports
- Dual removal 2.5" SSD tray and CFast storage
- Optional CAN bus in support of SAE J1939 or J1708
- Support two SIM card slots
- 9~36V wide range DC power input
- Smarter ignition power on/off, delay-time and low voltage protection
- Support 4 digital input and 4 digital output
- Rugged fanless design to meet MIL standard
- Support up to 9 channel POE with IEEE802.3af
- **Main Chipset** : QM67
- **CPU** : Intel® Core™ i7 2610UE 1.5GHz
- **Memory** : One 204-pin SO-DIMM DDR3 1333 4GB minimum.
- **Communication Expansion**
  - Mini-PCIe socket (PCIe + USB) x 1 (for optional WLAN module)
  - Mini-PCIe socket (USB) x 1 (for optional 3.5G module)
  - Optional Bluetooth module
  - On board Built-in GPS module or optional GPS with dead reckoning
- **I/O Interface-Front**
  - 5 x LED's for power stand-by (on power button), power status, HDD, WLAN/ HSDPA and GPIO
  - 1 x power button
  - 1 x system reset button
  - 2 x USB port
  - 2 x SIM card sockets
  - 1 x Mic-in, 1 x Line-out
  - 1 x CFast with protection cover
  - 1 x CFast with protection cover
  - 2 x accessible 2.5" SSD tray (HDD)
- **I/O Interface-Rear**
  - 2 x USB 2.0 host type A connector
  - 1 x VGA
  - 1 x DB26 pin connector (LVDS, USB,12V, 5V) or optional with DVI-D
  - 2 x RJ45 with LEDs for 10/100/1000Mbps Ethernet
  - 4 x RJ45 with LEDs for 10/100/1000Mbps Ethernet and support IEEE802.3af PoE

- 2 x DB9 male connector (1 x RS-232; 1x 485/422) or optional with CAN bus to replace one RS-232
- 1 x DB9 female connector for GPIO Input (source type; 0~30V) Output (sink type; 20mA max)
- 1 x Mic-in and 1 x Line-out
- 12V@4A DC output connector
- 2 pin switch power output directly from vehicle source (@4A)
- Reserved for 4 optional antenna hole for GPS/ WWAN/ WLAN
- 1 x 3-pin power input connector (9~36V DC-in)
- **Expandable Storage**
  - 2 x 2.5" SATA tray
  - 1 x CFAST

Installation of SVR SW will be done in lab environment, using the standard tools and processes of NiceVision GA version, including SiteBuilder and Administrator applications.

Bus SVR will be connected to 8 Panasonic IP cameras, configured to record in h.264 SXGA- 15fps @ 1536kbps.

Retention time on SVR is fixed at 1 week on each camera with total recording (8 cameras require 138GB per day. 1 week retention requires 952GB).

## 2.2. Offloading video from bus to central location

RTD operator should have the ability to offload video from a bus for specific historic time. If the recorded video retention has elapsed and video is not available for offload, an error status will be shown on the offload server indicating the video cannot be download and the source of the problem (not available).

Requirement is to offload 40 cases per day, 30 minutes per case across all bus cameras (i.e. every offload is around 4hours of video).

## 2.3. Network Connection must be initiated from the bus

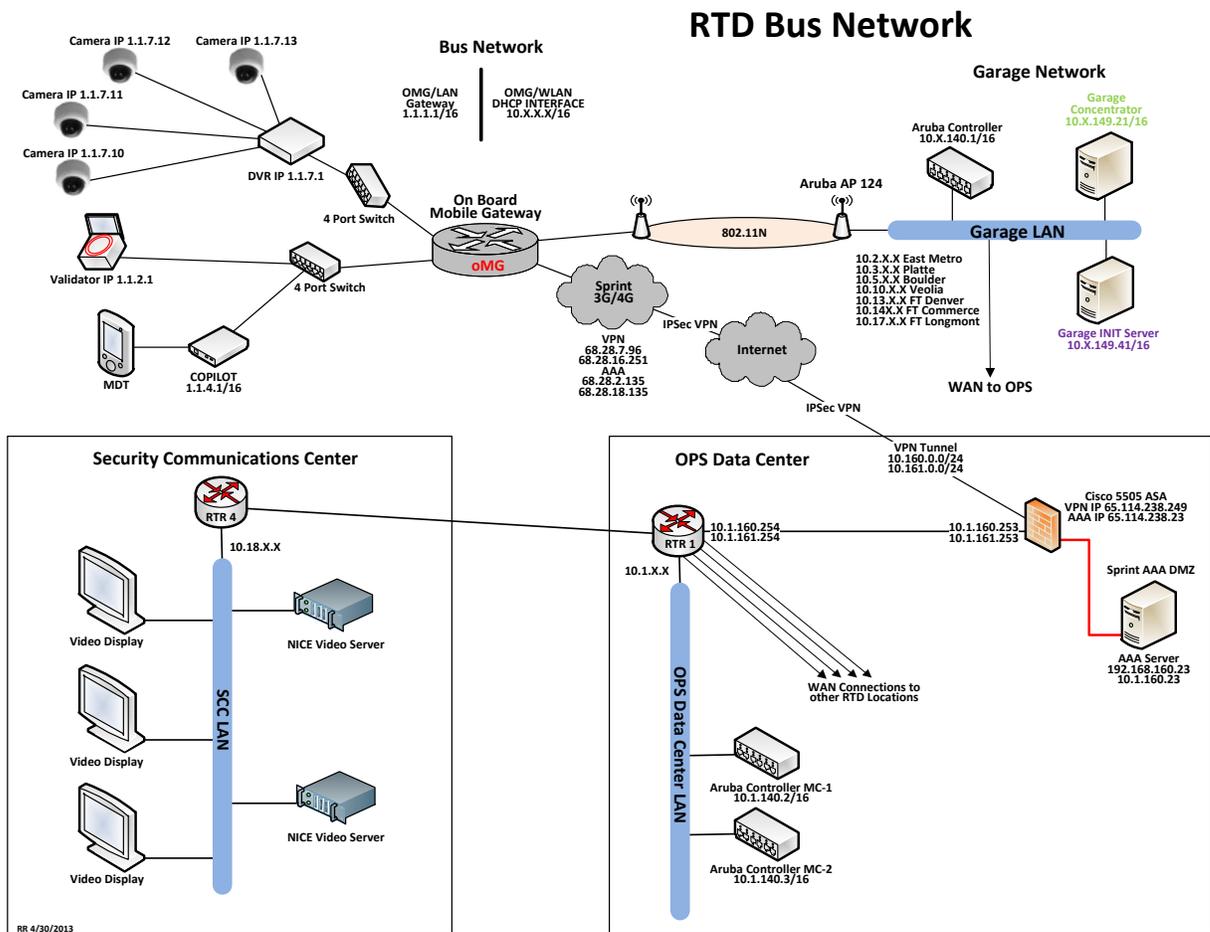
While the bus is off the Garage, it is running his own local network for recording the video from the cameras to the SVR. When bus arrives to the Garage, it automatically connects to the Garage wireless network (802.11N, 100Mbps), and should start offloading videos according to the offload queue (created by the operator at the center).

Network topology and considerations as provided by RTD:

- RTD's IT department will perform a network impact determination and recommendation
- Utilize an RTD assigned IP address, subnet mask and default gateway (no out of scope address will be allowed)
- All Mobile Routers are assigned a DHCP address based on the garage Wi-Fi

- All WAN communications must be initiated by the application/hardware on the vehicle
- Connections initiated from RTD’s network to the vehicle are not allowed due to NATed environment
- All devices using Ethernet/WLAN/Cellular must use the existing vehicle LAN/WLAN/Broadband
- All WAN communications will be provided via an onboard Mobile Router for Wi-Fi and Cellular
- All devices must be fully compliant to applicable Ethernet 802.3 standards
- All devices must utilize standards based IEEE transport and network protocols IP, TCP, UDP

The following is the network architecture at RTD:



## 2.4. Loading video from bus to NICE Inform

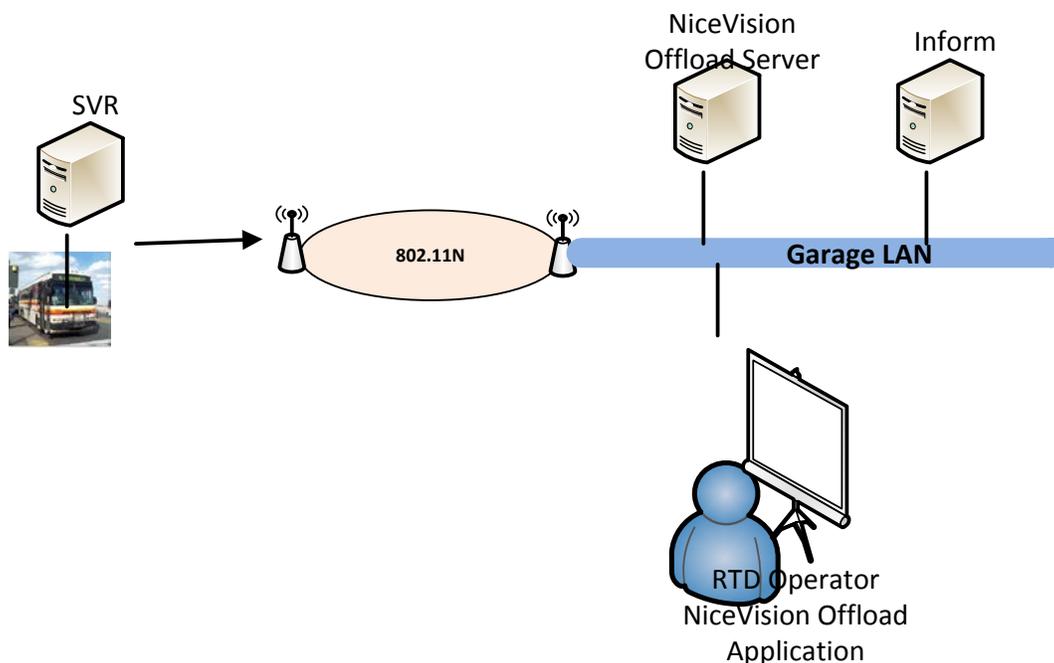
Upon arrival of bus to the Garage, the video will be offloaded to the center and a new case on Inform will be opened with all related video of that bus. All cameras on the bus

will be offload to inform and be available through the inform organizer as a new Incident.

### 3. Solution Specification

The following sections describe the solution specifications.

#### 3.1. System Architecture



The Nice solution includes the following components:

- NiceVision Offload Server – service that manages the queue of offload tasks from the time the operator added new task to the queue, during the offload from the bus, until the point the new case is available on the Inform.
- NiceVision Offload application – application for the operator to add new requests to offload video form the busses, and monitor the status of each request.
- NiceVision SVR – total recording of 8 video channels with fixed retention on the bus, with external interface for exporting video from all channels upon network connectivity.
- NICE Inform – case manager. Video that was offloaded from the bus, will be made available as a case on the Inform organizer.

- NiceVision lab environment – NiceVision AMS and applications (SiteBuilder, Administrator). These components will be used in the lab for setting up new recorder before loading it to the bus. All camera parameters will be set up according to RTD definitions.
- NiceVision AMS server –should be accessible to the Garage network for user management with connectivity to the offload Server and Offload application.

### 3.2. Hardware

The following describes the hardware components for this solution. All HW elements are provided, installed and maintained by RTD.

#### 3.2.1. Bus Recording Servers (SVRs)

SVR SW will be installed on the Panasonic HW as described in [section 2.1](#) above.

Nice minimum requirements for the server:

- Minimum of 4GB memory
- Available storage space for the offload process of 150GB (24 hours of video of 8 channels is 130GB)
- Available storage according to retention definition by RTD of 1 week – 952GB.

#### 3.2.2. Server for running the Nice Offload Queue service

<b>Recommended Video Offload Server Platform Specifications</b>	
<b>Important</b>	
It is highly recommended to utilize UPS for protecting the mission critical application server. Please consult with your system integrator or installer regarding the specific UPS model which will support the installed equipment	
CPU	Intel® Xeon® Processor E5620 (12M Cache, 2.40 GHz, 5.86 GT/s Intel® QPI)
Operating system	§ Windows Server 2008 R2 SP1 English (Standard Edition 64 bit) § Windows Server 2003 R2 SP2 English (for upgraded AMS sites) 32 bit Note: The AMS runs only under Microsoft Windows English language version.
RAM	4GB
LAN interface	Gigabit Ethernet
Modem 56K	Required as access point for maintenance
Disk Free space	Minimum 500GB (1TB recommended)
Storage redundancy	Hot swappable RAID 1
DVD Drive	Required for software installation
Power supply	Hot swappable redundant PS is recommended
Database	SQL 2008 R2 Standard Edition (supplied by NICE)

### 3.2.3. Workstation for running the Operator application

<b>Recommended Workstation Platforms specifications - New Systems</b>	
Processor type	Intel® Core™ i5-2400 Processor (6M Cache, 3.10 GHz)
Hard drive type	250GB (7,200rpm) SATA II Hard Drive or more
Memory	4GB (2x2GB) 1333 MHz DDR3 Non-ECC
LAN interface	1 x Gigabit Ethernet Adapter
Video card	Intel HD Graphics 2000 or higher
For DVD burn	DVD\RW
VGA monitor	Supporting 1024x768 and 32 bit color resolution, or higher
Operating system	§ Windows 7 Professional 64 bit § Windows 7 Ultimate 64 bit § Windows XP Professional SP3 32 bit § Windows Vista® SP2 Business edition 32 bit § Windows Vista® SP2 Ultimate edition 32 bit
Audio	Standard PC speakers
<b>Note</b>	
* Approved scan convertors (VGA to composite): <ul style="list-style-type: none"> <li>• Avermedia AVerKey 100 Pro</li> <li>• Cypress CPT-385A</li> </ul>	
Please refer to the release notes for a list of certified platforms	

### 3.2.4. Cameras

Camera models to be installed on the bus:

- Panasonic SW155
- Panasonic SW158 (with audio)

### 3.2.5. NiceVision AMS server

<b>Recommended AMS Platform Specifications</b>	
<b>Important</b>	
It is highly recommended to utilize UPS for protecting the mission critical application server. Please consult with your system integrator or installer regarding the specific UPS model which will support the installed equipment	
CPU	Intel® Xeon® Processor E5620 (12M Cache, 2.40 GHz, 5.86 GT/s Intel® QPI)
	§ Windows Server 2008 R2 SP1 English (Standard Edition 64 bit) § Windows Server 2003 R2 SP2 English (for upgraded AMS sites) 32 bit
Operating system	Note: The AMS runs only under Microsoft Windows English language

version.

RAM	4GB
LAN interface	Gigabit Ethernet
Modem 56K	Required as access point for maintenance
Disk Free space	Minimum 500GB (1TB recommended)
Storage redundancy	Hot swappable RAID 1
DVD Drive	Required for software installation
Power supply	Hot swappable redundant PS is recommended
Database	SQL 2008 R2 Standard Edition (supplied by NICE)

### 3.2.6. Inform Server

According to Inform server specifications that were provided.

This specific project requires storing cases for at least 1 week.

Assuming up to 50 cases a day, each one of 30 min for all bus cameras, it will require 1TB of storage just for the Offload cases.

Our recommendation is to allocate **at least 2TB** of storage on Inform for this task.

The total Inform storage requirements should be built looking at the overall use cases of Inform for running other cases.

### 3.2.7. Inform Client

According to Inform client specifications that were provided with Inform product.

## 3.3. Software

The software components in this solution include the following:

### 3.3.1. NiceVision SVR SW Version 2.5UP2

NICE will install an additional service "on top" of the Net 2.5UP2 SVR

### 3.3.2. NiceVision Offload Server

A service that manages the queue of offload requests from creation until case created on Inform with all related video.

### 3.3.3. NiceVision Offload application

The offload application is the interface for the operator to define which video to download from the buses upon an event. The application provides a UI with the following functionality:

1. Adding new offload task to the queue:
  - a. Description (free text)
  - b. Bus ID
  - c. Time to start (date & hour)
  - d. Time to stop (date & hour).
  - e. Created by user (added automatically for each task according to logged in user).
2. View queue of Offload Tasks waiting to be downloaded.
3. Present status of each task while in the queue:
  - a. Waiting for bus to arrive – not started to download
  - b. Downloading (with indication of channels downloaded out of the total # of channels)
  - c. Completed offload from bus
  - d. Case created in Inform with case ID indication.
  - e. Error- video is not available on bus, can't write to offload server (wrong ftp address, bad credentials, other).
4. Removing a task from the queue – at each point, it will be possible to select a task from the queue and cancel the download.
5. Editing a task – to change task requirement the user will have to create a new task and remove the old one. No edit capabilities will be available.
6. Offload Application will be installed on the Garage network
7. In case of interrupted download (e.g. bus left the station before download is finished), the task is still at the queue and will continue the download when bus comes back to the garage.

### 3.3.4. Nice Inform

After completion of downloading video from the bus, a new case will automatically be created on Inform for further investigation in the Inform organizer.

## 3.4. Usability

Operator opens the Offload Application and adds a new task to the queue by selecting a bus and the time to be downloaded. Task is created with status "waiting for bus" on the queue status pane.

- The bus will be selected from a drop down list that is updated every time a new SVR is registered to the Video Offload Service.

Upon bus arrival to garage, video offload request is sent to the bus and video is downloaded to the center. Status bar shows "downloading" status with progress.

If video is not available on the bus (elapsed retention time) or there is a problem writing to the garage server, an Error status will be shown in the status bar.

When download is completed a new case is opened on Inform and status changes to "case ID is ready on Inform".

Correlation between offload queue and inform case will be by the case name (with reference on the queue manager to the Inform case name).

### 3.4.1. User Authentication and Authorization

It will be possible to define users of the offload server and their permissions (add/remove/view offload task list) through the NiceVision Administrator application.

### 3.4.2. Connecting to a NiceVision central site

There is no management of the bus SVRs as part of a big NV site. Each bus SVR is a standalone entity and is connected to a site (AMS) only for configuration purposes.

Live monitoring of the bus SVR is excluded from the scope of this project.

### 3.4.3. Installation

- o Installation of the Offload Server is done on a dedicated server.
- o Installation of bus offload client (on top of the SVR SW) is packaged together with the SVR and installed at the lab.
- o Configuration of bus SVR is done at the lab (SVR IP addresses, camera parameters, retention definitions, alarms, channel names etc. ..)
- o A recorder image/s will be defined and can be applied for additional SVRs.
- o A utility will allow generation of the bus unique ID and the DNS name of the offload server.
- o The bus description will be defined on the SVR during the installation of SVR. When the SVR is connecting to the Offload Server the first time, it's name will be added to the list of busses in the offload server.
- o Installation of SVR SW will be done in lab environment, using the standard tools and processes of NiceVision GA version, including SiteBuilder and Administrator applications.
- o We assume standard & unlimited network connectivity between the applications and the recorder during the installation

### 3.4.4. Configuration

Configuration of Offload Server is done at the Garage network during installation

Configuration of bus SVR is done at the lab before SVR is loaded to bus.

Information to be configured on the bus SVR to allow offloading video:

- Bus description (to be shown on drop down menu for adding a task)
- Offload server address

User management and configuration is done through the NiceVision Administrator application

### 3.4.5. Monitoring and status

Offload Application will present progress of each task. Removal of tasks from the list is doable by the operator at any point.

A log file will be available showing history of offload tasks for at least 30 days (cyclic) for auditing. Log will include each add/remove action and the user that performed the action.

It will be possible to Search for specific offload task by Bus-ID or specific time.

Recorder health updates: Every time bus arrives at the garage, the recorder will report if there are problems in the recorder.

## 3.5. System Performance

- The Offload Application will be able to download video from up to 10 busses concurrently. The main limitation is the network BW and the throughput of the FTP servers.
- Queue size can grow up to 200 tasks.
- RTD to assure storage space reserved on SVR for buffering of video export – at least 150GB:
  - Assuming each camera records 1.5Mbps.
  - 8 cameras ->1.5MBps
  - 1 hour of bus video -> 5.3GB
  - 24 hours of video ->130GB
- Offload time: as defined by RTD, Bus is parking at the Garage for at least 3-4 hours, to allow offloading required video

Assuming network utilization and availability for the video offload task is around 70%, we have 70Mbps download rate.

This will allow offloading of ~9MB of video per sec. Every minute of 8 cameras on the bus will take 10 sec to offload. 1 hour of video will download in 10 minutes.

To avoid starting offload at any time the bus stops at a station with network access which is not the final stop, RTD can provide an indication to the bus SVR when it is in the final stop (e.g. access point SSID, DHCP address, other).

If such indication is not available it may overload the network at any point the bus stops and start offloading partial data.

### 3.6. System Availability

The Offload Server is a windows service that should be up and running in order for offload process to perform properly.

The service is highly depends on the availability of the FTP server where the files are downloaded to.

FTP server availability is under RTD responsibility. – There are 7 Garages, each one has an FTP server. There should be connectivity between the bus, the offload server and at least one FTP server, in order to perform the offload from the bus.

### 3.7. Upgrade

Any upgrade to SVR SW version will require re-certification of the Offload solution. First delivery is based on NiceVision Net 2.5UP2 version.

## 4. Constraints and Limitations

- User experience may be affected by delays that may be caused due to network issues.
- NICE will not be held responsible for any performance issues related to the network.
- Availability and access to a DNS server from the bus when at the garage is required.
- The Offload Server will support handling up to 10 busses concurrently.
- Offload Server is installed on a dedicated machine according to above specs.
- Any hardware required for this solution will be provided by RTD.
- The solution will support the specified recorder HW and cameras. Other cameras models or server HW should be pre-approved and certified by NICE before put to production.
- Solution highly depends on the availability of bus at the station for long enough periods to download the video. i.e. if a regular bus holds 5.2GB of video per hour, bus should spend at least 10 minutes at the station to offload an hour of video.

- Offload task always bring all the channels from the bus, for the required time.
- Additional limitations may be specified upon delivery of the final system. Upon completion of development and testing NICE can specify any other limitations, should there be any. These will be included in the Release Notes.

## 5. Prerequisites

The following are mandatory for successful delivery of the solution:

- Panasonic HW specifications provided to Nice
- Panasonic camera models provided to Nice
- Approval of this SOW by RTD
- Existence of one Panasonic HW and cameras at NICE labs, including all needed hardware and software packages, connectors, adaptors, license, documentation and technical support contact.
- Inform Version 6.0

## 6. Delivery

### 6.1. Deliverables

The solution will include the following packages:

- NiceVision Offload Server installation package
- NiceVision Offload Client installation package
- SVR add on installation package including offload client
- Solution release notes document, including:
  - Installation and Configuration Procedures
  - Usage Documentation
  - Release notes

### 6.2. Timelines

- The full solution, as described in this SOW, will be delivered by Sep 15th 2013
- POC showcasing the main functionality will be provided by July 15<sup>th</sup>. The following items will not be included in the POC:
  - Inform integration (best effort)
  - Installation and configuration packages & utilities
  - Monitoring and status of SVRs

- User management and authentication
- Scalability to more than 2 busses or 5 offload tasks
- Documentation
- POC will be performed by Nice field engineer

### 6.3. System Acceptance

Successful POC will be defined when solution performs the following:

1. Bus SVR is connected automatically to the Offload server
2. Offload Server allows adding new request to download video from a bus by selecting a bus ID and a time period to download.
3. Offload service show status of tasks in queue.
4. When bus connects to the garage network, it automatically starts offloading the required video
5. Offload server updates properly the status of the offload task.
6. When offload is complete, video is available at the center for retrieval (in POC, Inform integration is best effort) as a list of 8 files, each from a different camera on the bus.
7. Video files can be opened using the Nice video Player (Inform UI – best effort).

#### 40 ft. Bus Configuration (Per Bus)

System Configuration	Model Number	Model Number Description
Camera Inside the Bus (5)	WV-SW155M	HD (1,280X960) H.264 Vandal-Resistant Network Camera w/Super Dynamic Range (has a M12 Pigtail instead of a standard RJ-45 connector)
Camera Outside Bus (3)	WV-SW155M	HD (1,280X960) H.264 Vandal-Resistant Network Camera w/Super Dynamic Range (has a M12 Pigtail instead of a standard RJ-45 connector)
Outside Shroud (3)	MR-SHROUD1	Outdoor Shroud for WV-SW155M
Mobile NVR Server (1)	MR-MRS1281TBW7	Mobile Surveillance Recorder w/one 128GB SSD and 1TB HD, Win7 OS Preloaded
Vibration Kit (1)	MR-MRAANTIVBWMP	3 Axis Anti Vibration/Shock Kit with Mounting Plate
Microphone (1)	MR-MRAMIC	Microphone
Switch (1)	MR-MRAPOE5PORT	5 Port Ethernet Switch

**Exhibit D**

**INVESTIGATION CHECKLIST**

*(Pages to Follow)*

**RTD Transportation ADA/Title VI Complaint**



**Investigation Checklist**

**CSR Feedback #**

**COMPLAINANT INFORMATION**

Name:			
Contact Info:			
Complaint history:			
Related CSR #:			<input type="checkbox"/> CSR entered into Trapeze
Operator :			
How generated:			
Date mgmt. notified:		<b>Six operator working days:</b>	

**CHECKLIST**

Incident Report	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> requested _____ <input type="checkbox"/> received _____		
<input type="checkbox"/> Wave file requested	Date:	Available <input type="checkbox"/> yes <input type="checkbox"/> no	
<input type="checkbox"/> Video requested	Date:	Available <input type="checkbox"/> yes <input type="checkbox"/> no	
<input type="checkbox"/> Video viewed	Date:	Video case #:	
<input type="checkbox"/> Closed in Trapeze by Division Customer Service Representative	Date:		

Findings:

<input type="checkbox"/>	Passed to Division Mgmt.	Date:	To:	Note:
<b>RFI</b>	RFI issued <input type="checkbox"/> yes <input type="checkbox"/> no	Date:		Rule
	RFI Disposition <input type="checkbox"/> yes <input type="checkbox"/> no	Date:		Violation <input type="checkbox"/> yes <input type="checkbox"/> no If yes, Class ____
	RFI not issued	Reason:		

**INVESTIGATION FINDINGS**

<input type="checkbox"/>	Complainant contacted <input type="checkbox"/> yes, call log included	<input type="checkbox"/> no, reason	
<input type="checkbox"/>	Operator history: prior issues <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, explain	
<input type="checkbox"/>	Operator received performance standards	Date:	
<input type="checkbox"/>	Training record reviewed <input type="checkbox"/> yes <input type="checkbox"/> no	Findings:	
<input type="checkbox"/>	Training requested <input type="checkbox"/> yes <input type="checkbox"/> no	Date Requested:	Date occurred:
<input type="checkbox"/>	Violation supported <input type="checkbox"/> yes <input type="checkbox"/> no	Explain:	



**Exhibit E**

**JOINT STATEMENT**

*(Pages to Follow)*

## JOINT STATEMENT

### WHEELCHAIR SECUREMENT AREA AND PRIORITY SEATING POLICY

On February 19, 2014, the Colorado Cross-Disability Coalition (“CCDC”) and the Regional Transportation District (“RTD”) entered into an agreement that both believe will greatly enhance fixed route bus service for passengers who use mobility devices, including wheelchairs.

The Americans with Disabilities Act (“ADA”) requires that buses have a priority seating area for the elderly and people with disabilities who need closer seating, which are usually the seats closest to the door. The ADA also requires buses to have securement areas -- locations large enough to fit a wheelchair on the bus. RTD has these on all of its buses. Passengers who use mobility aids do not have seating options like everyone else. Below is a picture of the securement location on a bus with the seats folded up:



If there are fold-down seats in the securement areas, the ADA requires RTD to take certain steps to ensure passengers who use mobility aids have access. Bus operators must ask passengers to move from those seats to allow boarding of passengers who use mobility aids. RTD policies required bus operators to do so; however, passengers often bring large objects on the bus that don't easily fit anywhere except the securement locations. There is no place to move the large items when a passenger using a mobility device boards. This agreement is designed to prevent this problem. The agreement resulted in a policy that tells bus operators the following:

Articles, baggage or packages are not permitted on buses if they are dangerous or restrict free movement of passengers. Articles permitted on the bus must not interfere with the vehicle operation or any other

passenger. Grocery carts must be folded or positioned so that they do not block the aisle of the bus. Whatever a passenger brings on the bus must be readily movable. When a passenger with a stroller boards the bus, require the passenger to collapse the stroller prior to boarding. Passengers will not be allowed to board with large strollers or other items that cannot be collapsed and/or stored in the seats behind the Securement Areas and Priority Seating.

You must advise the passenger upon boarding to use seats behind the Securement Areas and Priority Seating for themselves and their objects because if they do sit in the Securement Area, they will be required to move if needed by an Individual with a Disability using a Mobility Aid. Do not permit a passenger to fold up the seat to make room for items brought on board the bus, other than a Mobility Aid.

This procedure will prevent confusion regarding use of the wheelchair securement areas and ensure passengers who use mobility aid have access to the bus. This procedure is also consistent with what other transit agencies that prohibit or limit strollers and other large items. RTD has always had signs required by the ADA that explain procedures for the securement area. These signs are being upgraded and will help in alerting passengers to the need to make the securement areas available when someone needs them.

For the priority seating area:

**PRIORITY SEATS FOR PERSONS WITH DISABILITIES AND ELDERLY. MAKE SEATS AVAILABLE FOR SUCH PASSENGERS OR UPON REQUEST.**

For the wheelchair securement area:

**FEDERAL LAW REQUIRES THIS AREA MUST BE VACATED WHEN A PERSON WITH A DISABILITY WHO IS USING A WHEELCHAIR FOR MOBILITY NEEDS THIS SPACE.**

RTD also intends to engage an expert to review RTD's implementation of this policy. This expert will help ensure that individuals with disabilities who use mobility aids have equal access to fixed-route buses.

"Having clear rules makes it much easier for all passengers to ride RTD's buses," said CCDC Executive Director Julie Reiskin, who uses a wheelchair and rides RTD almost daily. "We are pleased that RTD continues to work to improve upon its access policies and believe these procedures will make everybody aware so that passengers who use wheelchairs can get to those two spaces."

Bruce Abel, RTD Assistant General Manager for Bus Operations said, "We appreciate our on-going partnership with CCDC to help address the transit needs of our passengers with disabilities while continuing to serve all of our

passengers. It is crucial that we continue to upgrade our policies and procedures to make certain that we remain current and effective.”

RTD and CCDC will collaborate on training procedures, reviewing reports regarding operation of the policy, and conducting public outreach.

## EXHIBIT A

### Boarding Individuals with Disabilities who Use Mobility Aids to Ensure Access Policy

#### 1. Purpose

RTD will ensure individuals who use Mobility Aids, including Wheelchairs, have equal access to its buses and to the Securement Areas. This policy is effective on March 24, 2014.

#### 2. Definitions

**Individual with a Disability** means an individual with a physical or mental impairment that substantially limits one or more of the major life activities of that individual and any individual who identifies to a bus operator that the individual has a disability.

**Mobility Aid** means a device, such as a Wheelchair, scooter or walker, used by an Individual with a Disability for the purpose of mobility, not for convenience only.

**Priority Seating** means the first row of seating that is not the Securement Area or Securement Areas.

**Securement Area or Securement Areas** means one or both of the areas required on a fixed route bus for the purpose of securing a Wheelchair.

**Wheelchair** means a Mobility Aid belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

#### 3. Good Customer Service

All passengers with or without disabilities are to be treated with the highest degree of respect and concern for safety. Passengers using Wheelchairs or other Mobility Aids may be particularly vulnerable if left stranded at a bus stop. They do not want to wait for the next available bus any more than other passengers. Therefore, if you are unable to accommodate a passenger using a Wheelchair or other Mobility Aid for any reason, you are required to report the situation to the dispatcher and remain there until cleared to proceed.

#### 4. Boarding Strollers and Other Large Items

Articles, baggage or packages are not permitted on buses if they are dangerous or restrict free movement of passengers. Articles permitted on the bus must not interfere with the vehicle operation or any other passenger. Grocery carts must be folded or positioned so that they do not block the aisle of the bus. Whatever a passenger brings on the bus must be readily movable. When a passenger with a stroller boards the bus, require the passenger to collapse the stroller prior to boarding. Passengers will not be allowed to board with large strollers or other items that cannot be collapsed and/or stored in the seats behind the Securement Areas and Priority Seating.

You must advise the passenger upon boarding to use seats behind the Securement Areas and Priority Seating for themselves and their objects because if they do sit in the Securement Area, they will be required to move if needed by an Individual with a Disability using a Mobility Aid. Do not permit a passenger to fold up the seat to make room for items brought on board the bus, other than a Mobility Aid.

#### **5. Boarding an Individual with a Disability who uses a Mobility Aid**

In order to ensure an Individual with a Disability who uses a Mobility Aid will have access to the bus when the Securement Areas are occupied, RTD operators will take the following steps:

- (1) Do not assume or state that the bus is too crowded to board a passenger with a Mobility Aid.
- (2) Get up and look first to see if other passengers are blocking the Securement Area or access to the Securement Area. Disabled passengers using Mobility Aids must have access to the Securement Area, because these are the only places they can sit and therefore have equal access to the bus.
- (3) If a passenger is utilizing a Securement Area, get up from the driver seat, approach the individual occupying the Securement Area and say, "I need to use this area to allow a passenger with a disability to board please. You will need to move to a seat behind the Securement Area." This applies to any person regardless of what equipment or items the individual has brought on the bus, except Mobility Aids. Request that Individuals with a Disability not using a Mobility Aid or using a Mobility Aid that does not require securement to move from the Securement Area. Offer to assist in finding a seat, if necessary.
- (4) When you are at a bus stop with both able-bodied passengers and passengers using Mobility Aids, you must clear the Securement Area to accommodate the boarding passenger using a Mobility Aid. It is not acceptable to allow the able-bodied passengers to board first, leaving insufficient space for the Individual with a Disability with a Mobility Aid. You should attempt to board Individuals with a Mobility Aid prior to boarding others waiting at the bus stop to ensure access to the Securement Areas.
- (5) Once sufficient space is made available to board the passenger, deploy the lift (if applicable), board the passenger, and then continue on the route.
- (6) Never blame the passenger who uses a Mobility Aid for delays, inconveniences or imply that the passenger is holding up the bus. Keep your interactions polite and respectful.
- (7) Unless the person occupying the Securement Areas is an Individual with a Disability who, for some disability-related reason needs to remain in the Securement Area, the person who is unwilling to move is in violation of RTD policies and is preventing the Individual with a Disability who uses a Mobility Aid from accessing the only seats available. You may not ask about disability, but the person may divulge. If the

person offers a disability-related reason for being in the Securement Area or the reason is apparent, do not inquire further. If the Individual with a Disability does not use a Mobility Aid, ask the person to move to the Priority Seating. If the person does not offer a disability-related reason for being in the Securement Area and the reason is not apparent, see Section 6.

#### **6. When an Individual in the Wheelchair Securement Area Does Not Move**

If an individual in the Securement Area does not move, RTD operators shall do the following:

- (1) Inform the waiting passenger who uses a Mobility Aid that the individuals occupying the Securement Areas refuse to move.
- (2) Inform passengers on the bus that the operator is required to contact the dispatcher to get further instruction because the individual in the Securement Area refuses to move. Do not leave the bus stop until cleared to do so by the dispatcher or supervisor.
- (3) Contact the dispatcher. On equipped buses, use the preprogrammed radio data message, "ADA PAX PASS-UP". This places your request for assistance to a high priority level. That means that your call will be handled ahead of other routine calls.
- (4) If you are unable to use the ADA PAX PASS-UP message, you must attempt to contact dispatch by other methods available and obtain instructions from a supervisor or dispatcher before leaving the stop.
- (5) The dispatcher will provide you with information on how the passenger will be accommodated. If practicable, RTD will send a street supervisor or security officer to the bus to talk to the passenger. If warranted, the street supervisor or security officer may issue a warning for suspension of service or take other appropriate action.
- (6) You must relay whatever action will be taken to the waiting passenger with a disability as soon as possible. Dispatch will instruct the bus operator of the alternative transportation, if applicable under Section 8 below, or offer a courtesy transfer.
- (7) You must provide a completed ADA PAX PASS-UP form to the waiting passenger with a disability. You must provide the information in writing and offer to read such information to the waiting passenger with a disability.

Only after following these steps are you to proceed.

#### **7. When the Securement Areas are Occupied by Individuals with Disabilities who use Mobility Aids**

If both the Securement Areas are occupied by Individuals with Disabilities who use Mobility Aids, the following shall apply:

- (1) The operator must inform the waiting passenger of this condition.

- (2) An operator may only inform the waiting passenger that the Securement Areas are full or occupied by Individuals with Disabilities who use Mobility Aids if it is absolutely clear that the passengers occupying the Securement Areas are, in fact, Individuals with Disabilities who use Mobility Aids, e.g., both passengers use Wheelchairs. If there is any doubt as to whether the persons occupying the Securement Areas are Individuals with Disabilities who use Mobility Aids, the operator must follow all of the steps in Section 6.
- (3) The operator shall provide the waiting passenger with the ADA PAX PASS-UP form as required in Section 6, shall offer the waiting passenger a courtesy transfer and use the preprogrammed data message, “ADA PAX PASS-UP” or, if that message system is unavailable, contact dispatch to notify RTD that an Individual with a Disability who uses a Mobility Aid did not board the bus because the Securement Areas were occupied. The dispatcher will provide instructions on alternative transportation.

#### **8. Alternative Transportation**

When an Individual with a Disability using a Mobility Aid is refused service because RTD informs the waiting passenger the Securement Areas are occupied and the next bus is not scheduled to arrive for 30 minutes or more, RTD will provide the rider with alternative transportation to ensure the passenger reaches the intended destination in a timely fashion.