

CITY OF RENTON
PROFESSIONAL SERVICES AGREEMENT
Contract Title: Traffic Safety Camera System
Contract #: 07-166

THIS AGREEMENT made and entered into on this 5th day of Sept, 2007, by and between the City of Renton, a Washington Municipal Corporation (the "City"), and American Traffic Solutions, Inc., the Consultant (the "Consultant").

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| Consultant Business: | American Traffic Solutions, Inc. |
| Consultant Address: | 14861 N. Scottsdale Road, Ste 109, Scottsdale, AZ 85254 |
| Consultant Phone: | 480-368-0900 |
| Consultant Fax: | 480-607-0901 |
| Contact Name | Adam E. Tuton or Chief Operating Officer |
| Consultant e-mail: | adam.tuton@atsol.com |
| Federal Employee ID No.: | 48-1114931 |
| Authorized City Representative for this contract: | Commander Katie McClincy |

WHEREAS, the City desires to implement and operate a turnkey traffic safety camera system pursuant to Washington State Law 46.63.170; and

WHEREAS, public convenience and necessity require the City to obtain the services of a Consultant with photo enforcement implementation and operations experience; and

WHEREAS, the City of Seattle awarded a contract to American Traffic Solutions, Inc. for a traffic safety camera system as a result of a competitive solicitation; and

WHEREAS, American Traffic Solutions, Inc., extends the City of Seattle contract to the City of Renton and such agreement is the basis for this contract; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Consultant to provide traffic safety camera services, also known as photo enforcement services;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

1.1 The City retains the Consultant to provide the services described in "Exhibit A – Scope of Work" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

1.2 The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

1.3 The project manager(s) of the Work shall be Commander Katie McClincy and Traffic Operations Manager Chris Barnes. The project manager(s) shall not be replaced without the prior written consent of the City.

1.4 Work shall commence when the City issues a notice to proceed and it shall be completed no later than 90 days after receipt of the last installation permit, unless the completion date is extended in writing by the City.

2. Payment Terms.

2.1 Compensation

2.1.1 The total compensation to be paid to Consultant, including all services and expenses, shall not exceed the fees indicated on each Work Order Exhibit, which shall be full compensation for the Work.

2.1.2 The Consultant shall be paid in such amounts and in such manner as described in each Work Order Exhibit.

2.1.3 Pricing shall be fixed and firm through the pilot project and for a total of five years, assuming the City elects to continue the project,

2.1.4 For service charge adjustment beyond the initial 5 years, the basis for adjustment shall:

- (a) Be County or other pricing index appropriate to the particular product herein;
- (b) Not produce a higher profit margin than that on the original contract;
- (c) Clearly identify the items impacted by the increase;
- (d) Be accompanied by documentation acceptable to the City sufficient to warrant the price increase request and shall be no greater than the total of changes to the CPI Index for King County; and
- (e) Remain firm for a minimum of 365 days.

2.1.5 This contract includes no reimbursable expenses.

2.2 Cost Neutrality Clause:

After a 3-month ramp up period and during the remaining term of the contract, City shall not be required to pay ATS more than City (or ATS on City's behalf) has collected/received in fines payments through the use of the Axis System cumulatively throughout the term of the contract. For the purposes of this clause, the term "fines" applies to that portion of fines actually retained by the City according to the distribution method applicable under Washington State law.

2.2.1 This clause will be applied as follows:

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

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

2.2.2 This provision shall not apply should the City elect not to enforce illegal right turn on red violations or if City elects not to pursue collections on unpaid violations, or if City directs ATS to install a

camera at a site with an initial starting violation rate of fewer than 16 violations per day, or if City or Police waives more than 10 percent of valid violations forwarded to the Police for acceptance according to business rules.

3. Term of Contract.

3.1 The term of this contract shall commence on the date this agreement is made effective and shall expire five (5) years from that date.

3.2 The City, at its sole discretion, may extend the term of the contract for an additional five (5) years for a total of ten (10) years. Such renewal requires the approval of Renton City Council.

4. Request for Payment.

4.1 Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices. Invoices must show a breakdown of services provided and price for each.

4.2 All requests for payment should be sent to

Commander Kathleen McClincy
City of Renton Police Department
1055 So. Grady Way
Renton, WA 98057

5. Work Order Methodology for Approved Work under this Contract:

5.1 Work Order Procedure

ATS shall provide the City the Camera Systems as specified in work orders issued under this Agreement. Each work order shall be a written document having its own specific Scope of Work ("Work Order Scope of Work") identifying the services to be performed and the associated deliverables to be provided and payment terms. Each work order shall be subject to the terms and conditions of this Agreement and shall be incorporated into this Agreement by this reference. ATS shall furnish the City with an integrated turnkey solution; that is, services identified in the work orders shall be provided as a single, complete transaction and not as separate items.

5.2 Work Order #1

Work Order #1 consists of the documents listed in the Scope of Work, Exhibit A to this Contract. Except for items listed as City responsibilities in Work Order #1, ATS shall furnish all services, labor, materials, documentation, equipment, and software to install and test the Camera System, and to provide the specified training, warranties, and maintenance for the System.

5.3 Notice to Proceed on Tasks Identified in Work Orders

The execution of this Agreement shall constitute the City's notice to ATS to proceed with Work Order #1. For each subsequent work order under this Agreement, ATS shall commence work upon issuance of a written notice to proceed from the City.

5.4 Additional Work Orders

5.4.1 Additional work orders issued under this Agreement may be generated by the City for the following purposes:

(a) Upgrade(s) of equipment, software, or change(s) of any deliverable provided hereunder; and

(b) Any other items related to red light traffic safety system for which the City places an order.

5.4.2 For any work order(s) requested by either party subsequent to Work Order #1, ATS shall submit to the City for its review and approval a detailed proposal for the scope, implementation plan,

milestones, test and acceptance procedures, as well as the cost consistent with previous work orders, the RFP and RFP response. Once this proposal is received and approved by the City, a new work order will be issued for the change or additional work. Upon the City's written approval and notice to proceed, ATS shall implement the change or additional work and invoice for the changed or additional work consistent with the City's approval notice and the terms and conditions of this Agreement.

6. Termination of Contract.

6.1 For Cause: The City may terminate this Contract if the Consultant is in material breach of any terms of this Contract, and such breach has not been corrected according to established standards and agreed upon designs indicated in a valid Work Order within thirty (30) days from notice of breach. For purposes of this subsection, a material breach is defined as a failure to perform any work identified in Paragraph 1 of the Scope of Work (Exhibit A).

6.2 For City's Convenience: The City may terminate this Contract in whole or in part, without cause and for any reason including The City's convenience, upon written notice to the Consultant at the conclusion of the first 12 months from activation of the Camera Systems in Work Order #1.

6.3 Acts of Insolvency: The City may terminate this Contract by written notice to Consultant if the Consultant becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

6.4 Notice: The City is not required to provide advance notice of termination. Notwithstanding, the City may issue a termination notice with an effective date later than the termination notice itself. In such case, the Consultant shall continue to provide products and services as required by the City until the effective date provided in the termination notice.

7. Assignment of Contract – Subconsultants. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

8. Indemnification.

8.1 To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

8.2 Consultant agrees that the provisions of this paragraph 8 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

8.3 As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

8.4 Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

9. Insurance.

9.1 Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be

rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

9.2 Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

9.3 Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

9.4 Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

9.5 Each policy shall contain a provision that the policy shall not be canceled or materially changed without 45 days prior written notice to the City.

9.6 Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

9.7 Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Renton, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

9.8 Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

9.9 In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

10. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

11. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

12. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

13. City of Renton Business License. Consultant shall obtain a City of Renton business license before performing any Work.

14. Taxes, Fees, and Licenses.

14.1 Taxes: Where required by state statute, ordinance or regulation, Consultant shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Renton agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Consultant shall be made for federal excise taxes and Renton agrees to furnish Consultant with an exemption certificate where appropriate.

14.2 Fees and Licenses: Consultant shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Consultant's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Consultant must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Consultant shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

15. Representations and Warranties.

15.1 Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

15.2 Consultant warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Renton shall not alter or affect the obligations of the Consultant or the rights of Renton.

16. Inspection. Work shall be subject, at all times, to inspection by and with approval of Renton, but the making (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Work in accordance with this Contract, notwithstanding Renton's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Consultant shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

17. Confidential Information:

17.1 If Renton notifies the Consultant of a public disclosure request, and the Consultant believes records are exempt from disclosure, it is the Consultant's responsibility to make determination and pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. The Consultant must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Consultant. It is the Consultant's discretionary decision whether to file the lawsuit.

17.2 If the Consultant does not timely obtain and serve an injunction, the Consultant is deemed to have authorized releasing the record. If the City has notified the Consultant of a public disclosure request, and the Consultant has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

17.3 Notwithstanding the above, the Consultant must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Consultant obligations under this Agreement.

17.4 The Consultant will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

18 Disputes.

18.1 Any dispute or misunderstanding that may arise under this Contract concerning Consultant's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Consultant's Project Manager and Renton's Project Manager, or if mutually agreed, referred to the City's named representative and the Consultant's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

18.2 Notwithstanding above, if Renton believes in good faith that some portion of Work has not been completed satisfactorily, Renton may require Consultant to correct such work prior to Renton payment. In such event, Renton must clearly and reasonably provide to Consultant an explanation of the concern and the remedy that Renton expects. Renton may withhold from any payment that is otherwise due, an amount that Renton in good faith finds to be under dispute, or if the Consultant does not provide a sufficient remedy, Renton may retain the amount equal to the cost to Renton for otherwise correcting or remedying the work not properly completed.

19. Conflict of Interest: Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.

20. Compliance with Federal, State and Local Laws. Consultant, at its sole cost and expense, shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

21. Non-Waiver of Remedies. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

22. Liens, Claims and Encumbrances: All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if Renton requests a formal release of same it shall be delivered to Renton within 5 days of such request.

23. Complete Agreement. This Agreement, including Exhibit A, contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

24. Modification of Agreement. This Agreement may be modified by a Change Order as provided in ¶1, or by a writing that is signed by authorized representatives of the City and the Consultant.

25. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

26. Notices.

19.1 Notices to the City of Renton shall be sent to the following address:

Commander Kathleen McClincy
City of Renton Police Department
1055 South Grady Way
Renton, WA 98057

19.2 Notices to the Consultant shall be sent to the following address:

American Traffic Solutions, Inc.
Chief Operating Officer
14861 N. Scottsdale Road, Ste 109, Scottsdale, AZ 85254

27. Jurisdiction and Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

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IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF RENTON
WASHINGTON

By: Kathy Keolker
Kathy Keolker, Mayor

9/5/07
Date

Corporation American Traffic Solutions, INC.

By: AA
Adam E. Tuton
Its Executive Vice President / COO

8/28/07
Date

ATTEST:

By: Bonnie I. Walton
City Clerk Bonnie I. Walton

9-5-2007
Date

APPROVED AS TO FORM:

By: Lawrence J. Warren
City Attorney Lawrence J. Warren

9-5-2007
Date

Exhibit A
SCOPE OF WORK
Work Order One

DEFINITIONS:

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

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

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

"Camera System" means a photo-traffic monitoring device consisting of camera(s) (both the Axis RLC-300 and the Axis Live Video System (if required) and a traffic monitoring device capable of accurately detecting a traffic infraction on up to four lanes at one approach and which records such data on an image of such vehicle. "Camera System" shall, where the sense requires, also include any enclosure or cabinet in which the Axis™ System is stationed. As used below, the term "Red Light Stationary Camera System" is used interchangeably with the Camera System term defined here.

"Approach" is defined as one direction of travel of one or more lanes on a road or a traffic intersection.

"Violation" means failure to obey an applicable traffic law or regulations, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, or operating a motor vehicle without displaying a valid license plate.

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

1. AMERICAN TRAFFIC SOLUTIONS (ATS) SCOPE OF WORK

1.1. ATS IMPLEMENTATION

1.1.1. ATS agrees to provide a turnkey solution for Red Light Stationary Camera Systems to the City of Renton (hereinafter "the City") wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except for those items identified in Section 2 titled "City Scope of Work". ATS and the City understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the City, unless otherwise specified, the City shall not charge ATS for the cost. All other in scope work, external to the City, is the responsibility of ATS.

- 1.1.2. ATS agrees to make every effort to adhere to the Project Time Line outlined in Schedule 4.
- 1.1.3. ATS agrees to provide the City with Axis™ RLC-300 Red Light Stationary Camera Systems as follows:
- 1.1.4. ATS will assist the City with video evaluation of candidate sites using the Axis VIMS system.
- 1.1.5. ATS will install Camera Systems a number of approaches, to be agreed upon between ATS and the City after completion of site analysis. In addition to the initial locations, the parties may agree from time to time, by additional Work Order(s), to add to the quantities and locations where Camera Systems are installed and maintained.
- 1.1.6. ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.1.7. ATS agrees to commence the installation of the Systems within 14 days after all approvals and required permits have been approved (the date all permits are approved shall hereinafter be referred to as the "Approval Date"). The Approval Date shall be marked by the issuance of a signed letter from ATS to the City, stating that permits from a particular site or set of sites have been approved.
- 1.1.8. ATS agrees to have all agreed-upon installation work completed and have the Systems fully operational according to the Project Schedule.
- 1.1.9. ATS agrees to provide necessary training for persons designated by the City and to assist the City with development of a public information and outreach campaign as specified in its response to the City's Request for Proposals.
- 1.1.10. ATS agrees to provide a secure web site (www.violationinfo.com) accessible to citation recipients (defendants) by means of a Notice # and a PIN, which will allow violation image review.
- 1.1.11. The City and ATS will complete the Project Business Process Work Flow design within 30 calendar days of contract signature; the parties to this agreement will use the drafts included on Schedules 2 and 3 as the basis for the final workflow design.
- 1.1.12. ATS normally shall provide technician site visits to each Stationary Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance. No ATS technician shall enter a traffic signal cabinet without the presence of a City Traffic Signal Technician.
- 1.1.13. ATS shall repair a non-functional Stationary Camera System within 72 hours of determination of a malfunction.

- 1.1.14. ATS shall repair the Axis VPS system within 1 business day from the time of the outage. Outages of City internet connections or infrastructure are excluded from this service level.

1.2. ATS OPERATIONS

- 1.2.1. ATS shall provide the City with an optional one-time warning period up to 30 days in length at the outset of the program.
- 1.2.2. As the party responsible for initial contact with the red light violator, ATS shall provide the City with an automated web-based citation processing system (Axis™ VPS) including image processing, color printing, and mailing of at least one Infraction or Notice of Violation per chargeable event. Each infractions shall be delivered by First Class mail to the registered owner within the statutory period. Subsequent mailings to drivers identified in affidavits of non-liability or by rental car companies are also included. For mail not delivered due to address problems, ATS will mail the citation again if the City provides it with better information.
- 1.2.3. ATS shall apply an electronic signature to the infractions when authorized to do so by an approving law enforcement officer.
- 1.2.4. ATS shall obtain in-state vehicle registration information necessary to issue infractions assuming that it is named as the City's agent and the State provides the registration data at no cost.
- 1.2.5. Where obtainable, ATS shall provide out-of-state vehicle registration necessary to issue infractions at no cost to the City.
- 1.2.6. ATS will designate rental car companies as registered owners. Notices of Violation (not citations) shall initially be issued to rental car companies. Infractions will be issued to rental car companies or designated drivers if the rental car company identifies the driver.
- 1.2.7. On a daily basis (or as otherwise agreed), ATS shall transmit to the Renton Municipal Court (RMC) a text file containing all infractions and Notice of Violation information issued, for uploading into the RMC computer system.
- 1.2.8. On a daily basis (or as otherwise agreed), ATS shall receive from RMC an automatic update from RMC containing the status of infractions based on the latest disposition information, indicating payments received or cases otherwise closed, dismissed, resolved, or sent to collections. Also, ATS shall receive car rental disposition data and process it as agreed.
- 1.2.9. The Axis™ VPS system, which provides the City with ability to run and print a report, shall include reports including, but not limited to:
 - Program Statistics Report
 - Location Performance Summary Report
 - Location Performance Detail Report
 - Violation Reject Report

- Document Aging Report

ATS will work with the City to design other management reports that are descriptive of infraction, hearing and collection activity as requested.

1.2.10. ATS shall provide the City with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis™ System.

1.2.11. In those instances where damage to a Camera System or sensors is caused by negligence on the part of the City or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice the City for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.

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

1.2.13. As part of its turnkey system, ATS shall provide violators with the ability to view violations online. Affidavits shall be directed to and processed by ATS/Axis and communicated to the Court via the Axis VPS transfer described at 1.2.8, above.

1.3. OPTIONAL COURT SERVICES

1.3.1. The following services are available by contract change order. Fees for these optional services are identified on Schedule 1.

1.3.2. Issuance of second notice upon expiration of unpaid first notice. ATS shall issue a second notice including a payment coupon and return payment envelope within 5 days of determination that no payment on a first notice was received. The second notice shall be due within 14 days of issuance and shall contain language advising the violator that collections action will ensue immediately unless payment is received.

1.3.3. Affidavit / Transfer of Liability Processing – ATS shall process all inbound transfer of liability forms, rental car driver identification forms, and new or change of address items and reissue a new notice to the identified party..

1.3.4. Lockbox payment processing services. ATS shall operate a lockbox payment processing service for the program and shall process all checks, money orders and cashiers checks on behalf of the City. All payments will be deposited into a blocked account in the name of the City and shall be swept on a periodic basis to another city designated account.

1.3.5. Electronic online payments – ATS shall operate an electronic payment portal for the purposes of accepting debit card, electronic check (ACH) and Visa and MasterCard credit card payments over the internet. The fees for

these transactions are paid by the user through the application of a convenience fee.

- 1.3.6. Collections services – upon expiration of the second notice, ATS will commence collections action on any unpaid notices. ATS will make efforts to engage a local vendor to perform these collection services.

2. CITY SCOPE OF WORK

2.1. GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1. Within 7 business days of contract execution, the City shall provide ATS with the name and contact information for a project manager with authority to coordinate City responsibilities under the Agreement.
- 2.1.2. Within 7 business days of contract execution, the City shall provide ATS with the name and contact information for a Renton Municipal Court manager responsible for oversight of all Court-related program requirements
- 2.1.3. The City shall make every effort to adhere to the Project Time Line outlined in Schedule 4.
- 2.1.4. The City shall provide a letter to the Washington Department of Motor Vehicles on behalf of ATS indicating that ATS is acting as an Agent of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law. ATS shall provide the City with draft content for its letter.
- 2.1.5. The City and ATS shall complete the Project Business Process Work Flow design within 30 calendar days of contract signature, using the drafts included on Schedules 2 and 3 as the basis for the final workflow design.

2.2. STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1. City will design, fabricate, install and maintain red light camera warning signs.
- 2.2.2. The City shall provide access to traffic signal phase connections according to approved design. Only City Traffic Signal Technicians will perform wiring connections within the traffic signal cabinet to accomplish the red light camera installation.
- 2.2.3. The City may allow ATS to use existing street furniture, poles, and available conduit for the purposes of installing and operating its Camera Systems, according to approved design. A City Traffic Signal Technician must be present during installation for the camera systems on existing street furniture, poles, and conduit at the intersections.
- 2.2.4. The City shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall conform to professional norms and reflect the details of installation work to be completed.

2.2.5. The City shall approve or reject ATS's submitted plans within 7-10 business days of receipt. If after 10 business days, the City has not rejected ATS's plans, they will be deemed accepted.

2.2.6. The City shall process street use and pole attachment permit requests prepared by ATS in accordance with City established criteria.

2.3. POLICE DEPARTMENT OPERATIONS

2.3.1. The Renton Police Department (RPD) shall process each potential violation in accordance with Washington State Laws and City Ordinances within 3 business days of its appearance in the Police Review Queue, using Axis™ to determine which violations will be issued as Infractions or Notices of Violation. The City and Consultant shall mutually agree on rejection criteria.

2.3.2. RPD workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.

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

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

2.4. MUNICIPAL COURT OPERATIONS

2.4.1. RMC agrees to pursue registration suspensions and other legal and customary means necessary to compel payment of outstanding infractions.

2.4.2. RMC shall provide a judge or hearing officer and Court facilities to schedule and hear disputed infractions.

2.4.3. On a daily basis (or as otherwise agreed), ATS shall process undeliverable infractions.

2.4.4. RMC shall provide the specific text required to be placed on the infractions notice to be issued by ATS within 30 calendar days of contract signature. The Washington Administrative Office of the Courts (AOC) must approve this notice. The Court shall make reasonable efforts to expedite the approval process but cannot guarantee that AOC will communicate approval within 30 days of contract signature.

2.4.5. RMC shall handle inbound and outbound phone calls and correspondence from defendants who have questions about payments, disputes, and other issues relating to citation adjudication. The Court may refer citizens with questions regarding ATS or Axis technology and processes to websites and/or toll-free telephone numbers provided by ATS for that purpose.

2.5. INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

2.5.1. The City of Renton's Information Services Division will provide at least one in-court computer to be used by defendants to view their violations, and the capability to view violations online via lobby kiosk at City Hall.

2.5.2. An Information Services Division representative will be part of site analysis and camera installation and regularly consult with ATS technicians about preventive maintenance.

2.5.3. In the event that remote access to the ATS Axis VPS System is blocked by City network security infrastructure, the Renton Information Services Division shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

2.6. ACCEPTANCE

2.6.1. Upon completion of all installation, ATS shall perform an end-to-end test for each of the contracted approaches.

2.6.2. Upon completion of installation and testing of all contracted approaches, ATS shall notify the City that the system is ready for acceptance.

2.6.3. City shall conduct an acceptance test in accordance with the RFP specifications.

2.6.4. Upon successful completion of the acceptance test, the City shall issue certificate of acceptance.

2.7. PAYMENT SCHEDULE

2.7.1. Upon certification of acceptance, the City shall commence monthly payments.

END OF DOCUMENT

Schedule 1 - Fees

Comment [MLW1]: INSERT SCHEDULE 2, FIXED FEE SCHEDULE HERE

| | |
|---|--------------------|
| Fees for Basic Services | |
| Monthly fee per camera approach (1 or 2 lanes) | \$3,500 |
| Monthly fee per camera approach (3 or 4 lanes) | \$3,750 |
| Fees for Optional Services | |
| 1. Issuance of 2 nd Notice with return envelope (fee per unit) | \$1.50 |
| 2. Lockbox payment processing service including processing of checks, money orders, cashiers checks and cash as well as initial program setup and ongoing monthly account fees. (fee per processed item) | \$1.50 |
| 3. Affidavit/Transfer of Liability and New Address processing service - (fee per processed item) | \$2.00 |
| 4. Inbound and outbound call support related to hearing scheduling, payments, disputes, etc. (fee per call processed) | \$3.00 |
| Fee per 1st infractions issued above the first 800 per camera per month | \$5.00 |
| Collections services – includes collections activity on all instate and out of state delinquent payments remaining after the second notice. Service includes noticing, phone contact, and credit reporting. ATS will add the collections fee to the outstanding notice balance such that City net equals \$124. | 25% of collections |
| Skip Tracing (per good address located) | \$3.50 |
| Dummy Camera System | |
| 1 to 2-lane dummy site capable of being live– fee per month | \$1,250 |
| 3 to 4-lane dummy site capable of being live - fee per month | \$1,750 |
| Non functional dummy camera (pole, camera enclosure, strobe enclosure) fee per month | \$500 |
| SecurID Two-Factor Security Option | |
| Implementation Fee | \$2,000 |
| User fee per user per month includes software licensing, support and SecurID fob | \$20 |
| Replacement SecurID Fob | \$200 |
| Fixed Site Speed Camera for School Zone Enforcement | |
| Fee includes a 4-lane site and up to 800 issued infractions per month per camera | \$4,750 |