

**SECOND AMENDMENT TO AGREEMENT
FOR PHOTO SPEED ENFORCEMENT PROGRAM SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT is entered into on April 21, 2015, by and between the **City of Milwaukie**, a municipal corporation organized under the laws of the Oregon, hereinafter referred to as the "City" and **Xerox State & Local Solutions, Inc.** (formerly known as ACS State & Local Solutions, Inc.), hereinafter referred to as "Contractor," 12410 Milestone Center Drive, Germantown, MD 20876.

WHEREAS, the City and Contractor entered into an Agreement to provide a Photo Speed Enforcement Program effective May 17, 2011 (the "Agreement") that provided for an initial term of three years with the City reserving the right to renew the Agreement for two (2) additional one (1) year periods; and

WHEREAS, the City exercised its right under the Agreement to renew the Agreement for one (1) of the two (2) additional one year periods on May 12, 2014; and

WHEREAS, the City desires to exercise its right under the Agreement to renew the Agreement for the second one (1) of two (2) additional one year periods.

NOW, THEREFORE, in consideration of the covenants and promises set forth in the Agreement and this Second Amendment, the parties hereto agree as follows:

- 1. Section 3 of the Agreement regarding "TERM" shall be amended to change the expiration date of the contract term from May 17, 2015 to May 17, 2016 and read as follows:

"3. TERM. This Agreement shall be effective on the Effective Date and shall expire five years thereafter. After the expiration or termination of this Agreement, Contractor will continue to receive its fee for paid citations as set forth in Exhibit 2 for violations that occur prior to the expiration or termination of this Agreement."

- 2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed by their duly authorized representatives on the Effective Date written above.

XEROX STATE & LOCAL SOLUTIONS, INC.

CITY OF MILWAUKIE

[Signature]

[Signature]

Signature

Signature

Lewis Miller

FOR BILL NEGOTIATED BY MITCH NIEMAN

Name

Name

4/23/15

21 - APRIL - 2015

Date

Date



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 44-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, EXTENDING THE CONTRACT FOR PHOTO RADAR SERVICES WITH AUTOMATIC COMPUTER SYSTEMS (ACS) INC. / XEROX, AND MAKING FINDINGS THAT TRAFFIC SAFETY IS NEGATIVELY IMPACTED BY SPEED AT LOCATIONS ON HWY 99E AND ON JOHNSON CREEK BLVD IN THE CITY OF MILWAUKIE.

WHEREAS, in January of 2008, Milwaukie Police Chief Larry Kanzler reported his photo radar work to the City Council, explaining the City's speed-related traffic problems, explaining legislative authority, and requesting resolution to contract with Automatic Computer Systems, Inc. (Now Xerox), to procure photo radar equipment; and

WHEREAS, at the study session on April 17th, 2014, Chief Steve Bartol updated Council on traffic crash statistics and sought Council's direction to renew the City's photo radar contract with its vendor ACS/Xerox; and

WHEREAS, at the work session on March 3rd, 2015, Chief Bartol informed Council that there continues to be a serious problem with speeding on Hwy 224 and Hwy 99E, and it was on the basis of that information that Council indicated its desire to approve continued use of photo radar;

NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS, IT IS HEREBY RESOLVED:

The Milwaukie Police shall continue the use of photo radar as previously directed to reduce the incidence of speeding and improve traffic safety; and

BE IT FURTHER RESOLVED, The City Manager is hereby authorized to execute a one year extension of the current contract between with ACS/Xerox to provide photo radar services.

Introduced and adopted by the City Council on April 21st, 2015.

This resolution is effective immediately.

Wilda Parks, Mayor

ATTEST:

APPROVED AS TO FORM:

Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

FIRST AMENDMENT TO AGREEMENT
FOR PHOTO SPEED ENFORCEMENT PROGRAM SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is entered into on May 12, 2014, by and between the City of Milwaukie, a municipal corporation organized under the laws of the Oregon, hereinafter referred to as the "City" and Xerox State & Local Solutions, Inc. (formerly known as ACS State & Local Solutions, Inc.), hereinafter referred to as "Contractor," 12410 Milestone Center Drive, Germantown, MD 20876.

WHEREAS, the City and Contractor entered into an Agreement to provide a Photo Speed Enforcement Program effective May 17, 2011 (the "Agreement") that provided for an initial term of three years with the City reserving the right to renew the Agreement for two (2) additional one (1) year periods; and

WHEREAS, the City desires to exercise its right under the Agreement to renew the Agreement for one (1) of the two (2) additional one year periods.

NOW, THEREFORE, in consideration of the covenants and promises set forth in the Agreement and this First Amendment, the parties hereto agree as follows:

- 1. Section 3 of the Agreement regarding "TERM" shall be amended to change the expiration date of the contract term from May 17, 2014 to May 17, 2015 and read as follows:

"3. TERM. This Agreement shall be effective from on the Effective Date and shall expire four years thereafter. The City reserves the right to renew this Agreement for one (1) additional one year period. After the expiration or termination of this Agreement, Contractor will continue to receive its fee for paid citations as set forth in Exhibit 2 for violations that occur prior to the expiration or termination of this Agreement."

- 2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed by their duly authorized representatives on the Effective Date written above.

XEROX STATE & LOCAL SOLUTIONS, INC.

CITY OF MILWAUKIE


Signature


Signature

Silken Shutt
Name

Pat DuVal, Acting City Manager
Name

5/13/14
Date

5/12/14
Date



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 42-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, EXTENDING THE CONTRACT FOR PHOTO RADAR SERVICES WITH AUTOMATIC COMPUTER SYSTEMS (ACS) INC. / XEROX, AND MAKING FINDINGS THAT TRAFFIC SAFETY IS NEGATIVELY IMPACTED BY SPEED AT LOCATIONS ON HWY 99E AND ON JOHNSON CREEK BLVD IN THE CITY OF MILWAUKIE.

WHEREAS, in January of 2008, Milwaukie Police Chief Larry Kanzler reported his photo radar work to the City Council, explaining the City's speed-related traffic problems, explaining legislative authority, and requesting resolution to contract with Automatic Computer Systems, Inc. (Now Xerox), to procure photo radar equipment; and

WHEREAS, at the study session on April 17th, 2014, Chief Steve Bartol updated Council on traffic crash statistics and sought Council's direction to renew the City's photo radar contract with its vendor ACS/Xerox; and

WHEREAS, Chief Bartol informed Council that there continues to be a serious problem with speeding on Hwy 224 and Hwy 99E, and it was on the basis of that information that Council indicated its desire to approve continued use of photo radar;

NOW, THEREFORE, The Milwaukie City Council finds as follows;

1. Since January 1st, 2008, traffic speed has had a negative impact on safety on streets in the City of Milwaukie with a history of injury crashes or an unusually high number of crashes; and
2. During calendar year 2013, 21.5% of all injury accidents and 15.8% of all non-injury accidents in the City of Milwaukie occurred on Hwy 99E; and
3. During calendar year 2013 12.3% of all injury accidents and 5. 8% of all non-injury accidents in the City have occurred on Johnson Creek Blvd; and
4. Since the following have been and continue to be areas where speeding has had a negative impact on traffic safety;
 - a. Southbound in the 9000 block of Hwy 99E
 - b. Southbound in the 11500 block of Hwy 99E
 - c. Southbound Hwy 99E at Milport Rd
 - d. Northbound in the 11100 block of Hwy 99E
 - e. Eastbound in the 5500 block of Hwy 99E

(Continued on Next Page)

NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS, IT IS HEREBY RESOLVED:

The Milwaukie Police shall continue the use of photo radar as previously directed to reduce the incidence of speeding and improve traffic safety; and

BE IT FURTHER RESOLVED, The City Manager is hereby authorized to execute a one year extension of the current contract between with ACS/Xerox to provide photo radar services.

Introduced and adopted by the City Council on May 6, 2014.

This resolution is effective on 5/6/14.



David Hedges, Council President

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder



City Attorney

Document1 (Last revised 09/18/07)



**City of Milwaukie Photo Radar Enforcement Program
Business Rules**

RECORD COPY

Contract Summary

Organization: City of Milwaukie, Oregon

Contract Start Date: May 17, 2011

In connection with the Agreement for the Photo Radar Enforcement Program dated May 17, 2011 (the "Agreement"), the City of Milwaukie instructs ACS State & Local Solutions, Inc. A Xerox Company ("ACS") to adhere to the following business rules (the "Business Rules") in connection with the City of Milwaukie Photo Radar Enforcement Program.

ACS:	City of Milwaukie:
<p>Vincent K. Parke 1220 SW Morrison St, Suite 250 Portland OR, 97205 Phone: (503) 221-2131 Email: Vincent.parke@acs-inc.com</p>	<p>John Hipes – Sergeant, Milwaukie Police 3200 SE Harrison Street Milwaukie OR, 97222 Phone: (503) 786-7483 Email: hipesj@ci.milwaukie.or.us</p> <p>Carla Bantz – Court Clerk 10722 SE Main Street Milwaukie, OR 97222 Phone: (503) 786-7531 Email: bantzc@ci.milwaukie.or.us</p>

Summary of Operations

- **Digital Review** – performed by ACS
- **Name & Address Acquisition** – performed by ACS (*Oregon DMV Database*)
 - **DMV No-Hit Review** – performed by ACS
- **Verify** – performed by ACS
 - **Supervisor Reject Review** – performed by ACS
- **City Approval** – performed by Police Department
- **Print & Mail** – performed by ACS
- **Customer Service**
 - **Citizen Phone Calls** – performed by ACS
 - **Returned Mail Processing** – performed by ACS
- **Court**
 - **Evidence Package Preparation** – performed by ACS
 - **Court Date Scheduling & Administration** – performed by Court
- **Payment Processing** – performed by Court
 - **Walk-In Payments** – performed by Court

Violation Processing Procedure

- Image retrieval is done on every business day:
 - Digital Photo Radar images are retrieved from the department and loaded into the processing system by the FST.
 - Film Photo Radar is retrieved and sent for development every business day by FST.
- Using Milwaukie Business Rules, images are reviewed to determine if violation image meets criteria.
- DMV data is accessed from the Portland office and returns Name & Address of the Registered Owner.
- Name & Address information for out of state plates is obtained by certified personnel using the Law Enforcement Data Systems (LEDS).
- Images and DMV information are verified in the Portland office before Milwaukie Police approval.
- Reject review is done by ACS Portland Operations office.
- Milwaukie Police Department reviews citations and approves or rejects issuance.
- Issued status given to citations approved by Milwaukie Police Department.
- Citations printed at ACS Portland Operations office and given final quality check before being mailed out within (6) business days of violation for speed violations.

- All follow up notices will be handled by the Milwaukie Municipal Court and Oregon DMV.
- The ACS Portland office will maintain customer and client service regarding issued citations.
- Payment processing and adjudication will be done at the Milwaukie Municipal Court.

Violation Review

Violations Processing – ACS shall review the images associated with the violations captured by the camera systems and reject violations that strictly meet the following criteria. All citations that do not meet rejection criteria will be put in online batch processing for Milwaukie Police Department approval. Upon officer approval, ACS shall mail each captured violation that is not rejected.

Reject Categories:

- **No Plate** - The pictured vehicle has neither a front nor a back license plate.
- **Clarity of Plate** - The vehicle has a license plate, but the state and/or number cannot be discerned due to image clarity, damage, or obstruction.
- **Driver Obstructed** - The features of the driver are obstructed by something in the vehicle to such an extent that a reasonable person could not develop a reasonable belief as to the identity of the driver in comparison to either 1) a photograph from the owner's driver license or 2) a suspect appearing before said reasonable person. The violations shall not be rejected 1) merely because the driver is wearing sunglasses or 2) if a recognizable portion of the driver's face, including one unobstructed eye, is clearly visible.
- **Vehicle Obstructed** - The violating vehicle is obstructed by another moving vehicle or other non-permanent object.
- **Emergency Vehicle** - The emergency lights on the violating vehicle (police, fire, or ambulance) are operating. All other emergency vehicle violations shall be forwarded to the Milwaukie Police Department for determination.
- **Clarity of Driver** - The pictured driver is not "Clear". "Clear" is defined as such that the features of the driver are sufficiently discernable so that a reasonable person could develop a reasonable belief as to the identity of the driver in comparing the image of the driver to either 1) a photograph from the owner's driver license, or 2) a suspect appearing before said reasonable person. The violation shall not be rejected if at least a recognizable portion of the driver's face is clearly visible.

- **Equipment Malfunction** - An image necessary for a violation is not captured due to an equipment malfunction. All equipment malfunctions shall be reported to the City and repaired immediately.
- **Framing of Car/Plate** - The primary and/or secondary images do not contain sufficient portions of the vehicle/plate, due to the framing of the vehicle/plate, to reasonably identify either the front or back license plate or the driver.
- **Vehicle Match Failure** - The vehicle make/model provided through DMV data does not match the vehicle make/model pictured in the violation images; provided, however, that violations shall not be rejected if the state name and license plate number pictured in the violation images are clearly discernable.
- **In-State DMV No Hit** - Oregon registered vehicles for which no registered owner information has been obtained.
- **Out-of-State DMV No Hit** - Non-Oregon registered vehicles for which no registered owner information has been obtained.
- **No Violation Occurred** – 1)Funeral procession or 2)Violations rejected under this category shall not be included in the violation count for the given month.
- **Accident** - ACS shall promptly notify the Milwaukie Police Department of any accident that is visible in a violation notice, if applicable.
- **Framing of Driver** - While the license plate is visible, the primary and secondary images do not contain sufficient portions of the vehicle, due to the framing of the vehicle, to reasonably identify the driver.
- **Officer Error**
 - An image necessary for a violation is unusable due to the manner in which the operator deployed the van and/or set-up the equipment (e.g.; a permanent object or structure blocks the image).
 - The operator’s log does not correspond with the violation information shown in the images; provided, however, that prior to rejection of violations, ACS shall notify the operating officer of log discrepancies and allow a reasonable period for the operating officer to make clerical corrections to the logs.
 - Anytime a line is drawn through an event on the Visual Observation Log this needs to be rejected as an “Officer Error”.

Noticing Cycle

All notices after the mailing of the initial approved citations and the dump of updated files to the Court system will be done by the Milwaukie Municipal Court.

Summons and Complaint Processing

On-Line Review: ACS shall generate the associated batch of Oregon Uniform Citations for on-line Milwaukie Police Department review through the Program website based on legislative guidelines. As part of this review, the Milwaukie Police Department shall have the option to approve or reject a citation based on all violation evidence.

Printing: ACS shall print approved Oregon Uniform Citation and Complaints on the appropriate form and within the set time limit

Court Scheduling: Arraignment dates for issued citations will be automatically generated upon issuance of the citation and will exclude all holidays and non-working weekdays.

Returned Mail

Returned Mail with No Forwarding Address: ACS shall use reasonable efforts to obtain an updated address and forward the returned notice to the Milwaukie Police Department for research.

Returned mail will be retrieved, opened. ACS will forward a form with citation number and name to the Milwaukie Police Department and the Municipal Court. The Milwaukie Police Department reviews the violator's information and will determine dismissal or re-issue of citation. Milwaukie Police Department forward a copy of the form back to ACS and Municipal Court with determination of each citation.

If the Milwaukie Police Department obtains an updated address, they will notify ACS and the Municipal Court of the updated address. If the violator has not changed their address through DMV in a timely manner, the Milwaukie Police Department informs ACS not to dismiss and the citation will stand. If the address was changed in a timely manner the citation is dismissed and reissued to the new address.

Customer Service

General: The Program post office box address and phone number shall be:

City of Milwaukie Photo Radar Enforcement Program
818 SW 3rd Ave, PMB 1370
Portland OR, 97204-2405
1 (800) 799-7082

ACS personnel shall pick-up and deliver ACS mail sent to the Program post office box weekly. ACS field service personnel shall stop at the Milwaukie Police Department on an as needed basis (multiple times weekly) for the pick-up and /or delivery of Program related paperwork.

Certificates of Innocence: Once the Program receives a “Certificate of Innocence” for a violation, ACS shall examine the affidavit to determine if the registered owner listed on the violation notice has executed the affidavit (minimum of a signature required) and submitted a legible copy of a government issued picture identification.

1. If the registered owner has not executed the affidavit and/or submitted a legible copy of the owner’s driver’s license, ACS shall send the Certificate to an officer for approval to reissue and upon approval ACS shall reissue and mail.
2. If the registered owner has executed the affidavit and submitted a legible copy of a government issued picture identification, ACS shall compare the image included on the identification to the image of the driver shown in the violation.
3. If the two images are clearly of the same individual, ACS shall send the Certificate of Innocence to the Milwaukie Police Department for review and approval. Upon approval, ACS shall reissue the Citation in question.
4. If the two images are clearly of different individuals and the affidavit does not include a nomination, ACS shall close the violation in the Program database.
5. If the two images are clearly of a different individuals and the affidavit includes a nomination of the actual driver, ACS shall close the violation in the Program database. Citation cannot be reissued.
6. If ACS cannot clearly determine whether the two images are of the same or different individuals, ACS shall forward the affidavit and government issued picture identification to the Police Bureau for determination.

Affidavit of Non-Liability: An Affidavit of Non-Liability received from a business and/or other entities shall be processed and reissued separately.

1. If ACS receives an executed affidavit that does not include a nomination (or other written correspondence indicating that the pictured driver cannot be identified), the citation will not be dropped against the business.
2. If the driver is identified, the citation against the business will be closed in the Program database and a new citation will be issued to the individual. The reissued citation will be mailed and the noticing cycle will begin.

Other Correspondence: If the Program receives correspondence through the post office box that does not require a written response under these Business Rules, ACS shall record the

receipt of the correspondence; provided however, that if the correspondence is requesting information on the Program, ACS shall forward a copy of the correspondence to the Court for review.

Cashiering

Accepted Forms of Payments: The Program shall not accept cash, check or other payments. All payment and adjudication will be handled by the Milwaukie Municipal Court.

Court Hearings

Documentation for Trials: If a defendant has plead not guilty and requested a trial ACS will supply to the Officer the following documentation for testimony pertaining to the equipment and its proper function relative to the citation.

For Photo Radar Violations: a) a copy of the original notification packet, b) a copy of the Oregon Uniform Citation, c) the relevant officer deployment logs and checklists, d) the relevant processing records

Database / System Set-Up

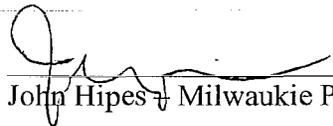
- Violation Images:
 - **Digital Photo Radar Violations**
 - Front - shows the front of the violating vehicle
 - Rear 1 - shows the rear of the violating vehicle
 - Rear 2 - shows the rear of the violating vehicle
 - Face - shows a close up of the individual driving the violating vehicle
 - Plate - shows a close up of the license plate of the violating vehicle
 - **Film Photo Radar Violations**
 - Front - shows the front of the violating vehicle
 - Rear - shows the rear of the violating vehicle
 - Face - shows a close up of the individual driving the violating vehicle
 - Plate - shows a close up of the license plate of the violating vehicle
- Photo Radar violation number shall be ten (10) characters; the program identifier “MP” followed by the eight digit sequential number
 - Photo Radar violation number example: MP00456789
- Holiday schedule – Per City of Milwaukie holiday schedule.
- ACS will notify the City of Milwaukie if weather requires the customer service center to close.

- ACS field service personnel shall perform site visits on all digital camera systems at least once a week.
- ACS shall maintain all physical records of violations and citizen correspondence for the current calendar year and preceding calendar year. No later than two years after the violation date, ACS shall destroy physical records of violations.
- These Business Rules may only be modified or superseded as agreed to in writing by ACS and the City of Milwaukie.

IN WITNESS WHEREOF, City and ACS have agreed to the conditions set fourth in this document to represent the City of Milwaukie Photo Radar Enforcement Program.

CITY OF MILWAUKIE, OREGON

**ACS, STATE AND LOCAL
SOLUTIONS INC. A XEROX
COMPANY**


John Hipes - Milwaukie Police 6/24/11
Date


Vincent Parke 6/24/11
Date


Carla Bantz - Milwaukie
Municipal Court 6/24/2011
Date

RECORD COPY

AGREEMENT

THIS AGREEMENT is entered into on May 17, 2011 ("Effective Date"), by and between the City of Milwaukie, a municipal corporation organized under the laws of Oregon, hereinafter referred to as the "City," and ACS State & Local Solutions, Inc., hereinafter referred to as "Contractor," 12410 Milestone Center Drive, Germantown, MD 20876.

WITNESSETH

WHEREAS the City desires a contractor to provide a Photo Speed Enforcement Program ("Services").

WHEREAS the City and Contractor have mutually benefitted from a three year relationship whereby Contractor has provided Services to the City; and

WHEREAS the City desires to have the Contractor perform said Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to provide all goods and services described in this Agreement and its associated Exhibits (collectively referred to as ("Agreement")). Contractor shall perform the Services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City and agreed to by Contractor. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that such Services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.
2. **APPLICABLE DOCUMENTS.** This Agreement is comprised of the following documents:
 - a. The main body of this Agreement
 - b. EXHIBIT 1: Scope of Work
 - c. EXHIBIT 2: Compensation

All of the Exhibits listed above are hereby attached and incorporated by reference into this Agreement for all purposes.

3. **TERM.** This Agreement shall be effective from on the Effective Date and shall expire three years thereafter. The City reserves the right to renew this Agreement for two additional one

(1) year periods. After the expiration or termination of this Agreement, Contractor will continue to receive its fee for paid citation as set forth in Exhibit 2 for violations that occur prior to the expiration or termination of this Agreement.

4. **PAYMENT TERMS.** City shall pay Contractor as set forth in Exhibit 2.
5. **RISK OF LOSS OR DAMAGE.** Risk of loss of or damage to any Contractor equipment in Contractor's care, custody, or control shall be on the Contractor, except that City shall be responsible for any damage caused to Contractor equipment and cameras due to the negligent acts or omissions of the City or its agents, and shall be responsible for any equipment repair and/or replacement costs resulting from any act of the City or its agents, or third parties other than the State. In no event shall Contractor's liability exceed 20% of the value of this Agreement.
6. **INSURANCE AND BONDING:** Contractor shall provide the following types of insurance to be maintained throughout the Agreement period.
 - a. **Commercial General Liability:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The City of Milwaukee shall be included as an additional insured on the commercial general liability.
 - b. **Workers' Compensation:** to meet statutory limits.
 - c. **Excess Liability:** \$1,000,000 per occurrence.
 - d. **Crime Insurance (if applicable):** applicable to employees of Contractor covering employee dishonesty.
 - e. **Professional Liability:** \$1,000,000 per claims made basis.

A standard ACORD form certificate if insurance will be provided upon Agreement execution. Contractor shall not be required to acquire performance, payment, or other kinds of bonds.

7. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, resulting from the tortious or negligent acts or omissions of Contractor, its employees, agents, or subcontractors in performing the services required under this Agreement.
8. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control and that occur without its fault or negligence, including without limitation, Acts of God (such as earthquake, fire, flood, hurricane, storm, epidemic, pandemic, quarantine, or other natural disaster or public health emergency); humanly-caused disasters such as riot, civil war, rebellion, revolution, insurrection, war, invasion, hostilities (whether war is declared or not), terrorist activity, sabotage, or arson; failures or absence of electrical, telecommunications, Internet, or other infrastructure; the acts of civil, military, or other governmental authorities, such as judicial decisions, nationalization,

government sanction, blockage, embargo, the declaration of martial law, or any other action or inaction of any government; labor dispute, strike, or lockout; or the errors, omissions, or defaults of third parties.

9. TERMINATION FOR DEFAULT BY EITHER PARTY. Unless the parties agree otherwise in writing, in the event that either party violates or fails to perform any material covenant, provision, obligation, term or condition contained in these Agreements, the other party may terminate this agreement provided that (a) the offended party has notified the other party in writing of any alleged breach; and (b) the defaulting party has not, within thirty (30) days of receipt of written notice of default from the non-defaulting party, cured the default.

10. DISPUTE RESOLUTION. The parties agree that all disputes arising under or related to this Agreement shall be resolved solely in accordance with this Article.

- a. **Mediation.** Following the service of a Notice of Dispute, the Parties shall use all reasonable endeavors to settle the dispute amicably through negotiations between their respective authorized representatives within a period of thirty (30) calendar days starting from the date of receipt of the Notice of Dispute by the relevant Party. The Parties may by agreement extend this thirty (30) calendar day period and take all such other steps as they mutually agree will assist them in reaching an amicable settlement of the Dispute, including the joint appointment of a person who is an expert in the subject matter of the Dispute.
- b. **Arbitration.** Except in the case of a breach of a Party's intellectual property or confidentiality obligations, all disputes which cannot be resolved through negotiation or mediation between the Parties as set forth above shall be resolved solely and exclusively through confidential and binding arbitration.
 - i. Any such arbitration proceeding shall occur in Portland, Oregon utilizing the Commercial Arbitration Rules of the American Arbitration Association (AAA). The Parties shall attempt to agree on a single arbitrator. In the event that the Parties cannot agree on a single arbitrator within thirty (30) calendar days of the date on which an impasse is reached, the arbitrator shall be chosen by the AAA utilizing its rules, provided that such arbitrator shall be either (i) a retired judge or (ii) an attorney who has practiced in the area of state or local procurement law for at least three years.
 - ii. The arbitrator shall give effect to statutes of limitation in determining any Dispute. Any Dispute concerning whether an issue is arbitrable shall be determined by the arbitrator. The arbitrator shall follow the law selected in this Agreement, and the terms of this Agreement in reaching a decision. The decision of the arbitrator shall be in writing, shall include the findings of fact, conclusions of law, and rationale for the decision, and shall be final and binding and enforceable in any court of competent jurisdiction.
 - iii. The parties shall each pay their own costs and each party shall share the costs of arbitration 50/50.
 - iv. No provision of this Article 10 shall limit the right of a Party to this

Agreement to obtain provisional or ancillary equitable remedies from a court of competent jurisdiction before, during, or after the pendency of any arbitration.

11. AMENDMENTS. Any changes to this Agreement must be made by written amendment and signed by authorized representatives of Contractor and City to be valid.

12. NOTICES. Any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notice shall be addressed to the following:

CONTRACTOR:

ACS State & Local Solutions, Inc.
12410 Milestone Center Dr.
Germantown, MD 20876
Attention: TGS Contracts

CITY:

City of Milwaukie
10722 SE Main Street
Milwaukie, Oregon, 97222
Attention: Capt. Steve Bartol

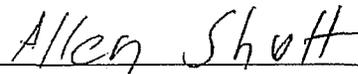
13. ENTIRE AGREEMENT. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date written above.

ACS STATE & LOCAL SOLUTIONS, INC.



Signature

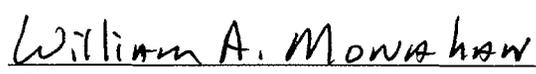


Name

CITY OF MILWAUKIE



Signature



Name

EXHIBIT 1
Scope of Work

- I. TECHNICALSERVICESAND SCHEDULE:** The Contractor shall provide and implement the system as follows:

A. EQUIPMENT

1. The Contractor will provide the digital camera system ("Equipment") for use in vans owned by the City. Currently, there is one City-owned van with a film camera system installed. ACS will install the Equipment in such van within 90 days after the Effective Date of this Agreement. During this 90 day period the City may continue to use the film camera system in accordance with the compensation provision in Exhibit 2. The City has the option of supplying additional vehicles for use of the Equipment. If so, Contractor will provide and install the Equipment in those vehicles. In any case Contractor will provide a system with technology equal to or better than that provided to the Portland Police Bureau.
2. City shall not guarantee nor be under any minimum required usage of the photo radar unit.
3. Contractor will provide field service technicians, spare parts and equipment to repair any malfunctions with the equipment within 48 hours, excluding weekends and holidays.
4. The use of a photo radar program is considered a preventative program for safe driving therefore the City does not operate under a violation quota system. There will be no minimum number or quota of violations required to be generated through the use of the photo radar unit and Equipment.
5. Contractor shall supply Equipment that, to the best knowledge of the Contractor, is new, that is not obsolete or nearly obsolete (i.e. expected to become obsolete through the introduction of a new product line within the next six months following Contract execution), used, or remanufactured. Contractor shall provide model numbers for camera systems that it provides.
6. Should new equipment or a technological upgrade become available during the course of the Contract, the Contractor shall offer the City the opportunity to upgrade the Equipment. The installation of any new technology may be at an additional cost. The exact cost will be based on the scope of the technology upgrade and negotiations at the time of the upgrade.
7. The City is only obligated to use Equipment or production models that have been satisfactorily demonstrated to the City, or that have demonstrated a record of successful deployment by other law enforcement agencies.

8. Any additional photo radar system implemented shall be of new manufacture and best quality and installed in accordance with approved recommendations of the manufacturer thereof, and shall conform to the Equipment specifications listed below.

9. The Equipment shall meet all applicable Federal standards and specifications and be of a type approved for licensing and use in the City of Milwaukee.

10. The Equipment shall be capable of executing its functions so that it performs according to, and fulfills the requirements of, the City.

11. Title to all photo radar cameras, Equipment, and other materials provided to the City by Contractor will remain the property of Contractor. Upon expiration or termination of this Contract, all photo-radar cameras, Equipment, and other material provided to the City by Contractor will be returned to Contractor.

B. SPECIFIC EQUIPMENT REQUIREMENTS: The Contractor also shall provide the following in regard to the Equipment:

1. The Equipment shall be able to consistently identify a vehicle and driver traveling through a radar beam and take a photograph of the vehicle traveling in excess of a predetermined speed threshold.

2. The Equipment shall be capable of detecting the speed of target vehicle when operated from a stationary vehicle and subsequently displaying that information digitally.

3. A mobile reader board shall be provided that displays the speed of passing vehicle while the photo radar unit is in use. The reader board shall display the speed in digits that are a minimum of 9-1/2, inches in height and capable of being seen. The display on the photo-radar van must be readable from a distance of 150 feet.

4. The Equipment shall be capable of recording the speed of a vehicle with an accuracy of plus or minus one (1) mile per hour and shall display that information in a mile per hour format.

5. The Equipment shall measure the speed of traffic that is approaching or going away from it and gather data for statistical analysis.

6. The Equipment shall be capable of deployment at a wide range of sites, locations and operating conditions, including but not limited to, heavy traffic volumes, multiple lanes of traffic, adverse weather and temperature conditions, and different road surface configurations.

7. The Equipment must be able to operate while vehicles are moving at speeds of 15-150 miles per hour.

8. The camera shall be able to photograph up to three actual lanes of traffic concurrently and be able to produce high resolution images of those vehicles. Photographs shall show the driver of the vehicle if a violation occurs. The photograph shall show at least one license plate.

9. Cameras shall operate at night and shall come equipped with flash attachments. Photographs taken at night shall produce high resolution images and permit the identification of the driver (if a photograph of the front of the vehicle is taken) and at least one license plate.

10. The Equipment shall be capable of operating in an automated mode, with easy set-up, little maintenance and minimal human intervention required after set-up.

11. The Equipment shall be capable of performing internal calibration tests for speed measurement accuracy and functionality. The internal test shall produce a visual and/or auditory signal that permits an operator to determine if the Equipment is functioning properly.

12. The Equipment shall be capable of performing an electronic internal calibration test. If the internal calibration test shows that the Equipment is failing or the calibration has been lost, the Equipment shall display a failure code that is visible to the operator and shut down.

13. The Equipment shall have sufficient shielding and suppression of radio frequency ("RF") current in the 800 Megahertz ("MHz") to 900 MHz band to prevent interference from a typical 30 watt Police radio transmitter operating in the same vehicle as the photo radar unit.

14. Contractor to provide a streamlined log-in procedure as well as an audible tone when a violation is captured.

C. DOCUMENTS AND MANUALS: Contractor shall provide the City with five (5) copies of all relevant Equipment specifications, manuals and materials relating to the capabilities and operation of all the Equipment. Within 90 days from date of Contract execution, the Contractor shall obtain from the manufacturer of the Equipment any rights required for the City to make and provide copies of non-proprietary manuals and materials in response to any discovery requests required as a result of the use of the radar equipment. Training manuals for the Equipment will be provided to the City for viewing by citizens at the City police department. City agrees to treat such training manuals with the same care of confidentiality as it does its own confidential material.

D. WARRANTY AND MAINTENANCE: The Contractor shall maintain the Contractor furnished photo radar enforcement system and its associated Equipment in good working order for the duration of the Contract.

1. Excluding weekends and City holidays, any malfunctioning camera or other Contractor furnished Equipment shall be returned to good working order within forty-eight (48) hours of notification that the Equipment is not in proper working order. If it cannot be made operational, the camera or other equipment will be replaced at no charge to the City.

2. Reports of Equipment malfunctions will be communicated by the City to the Project Manager, or in his/her absence, the field service technician or the lead traffic service agent. Contractor shall acknowledge receipt of such calls as soon as possible.
3. An electronic log of all camera component problems reported and all repair activity will be maintained by the Contractor for each incident reported. A copy of this repair log will be provided either electronically or paper copy to the City within ten (10) days following the City's request.
4. Contractor warrants that its Equipment is in good working order. Contractor will maintain all Equipment provided to City throughout the duration of the Contract period.
5. In order to assure all system components are working as intended, the Contractor shall provide maintenance on the photo radar and related Equipment, such as but not limited to, the camera, video, radar, and computer, during the term of this project, as required within this agreement.
6. Contractor shall provide service and support in a timely manner so as to minimize the amount of time that Equipment is not functioning and citations are not being issued. Excluding weekends and holidays, all repair and/or replacement parts shall be provided by the Contractor within 48 hours, excluding weekends and holidays. Substitute or replacement parts and/or Equipment shall be provided by the Contractor when repair times or parts supply exceeds this time limit.
7. Contractor shall provide a preventive maintenance program in order to achieve reasonable reliability and availability of the Equipment. Maintenance shall occur at regularly scheduled intervals and at times when the Equipment is not being used. Maintenance shall include the running of diagnostics to ensure the early identification of any component failure.
8. Contractor shall work with the City Police to provide a mechanism and procedure for backing up all data files.
9. Contractor shall provide security precautions against unauthorized use and accidental destruction or modification of data as a result of human intervention or other disasters such as power failure.

E. BILLING: Contractor shall coordinate with the City's finance department to set up billing and accounting procedures acceptable to the City. The City agrees to provide the Contractor with the monthly billing reports within 15 days after the end of each month.

F. DELIVERY: For the City, Contractor shall deliver all equipment, F.O.B., to the Police Department.

Milwaukie Police Department
3200 S.E. Harrison ST
Milwaukie, OR 97222

G. PHOTOGRAPH REQUIREMENTS

1. Image Technology: Contractor shall use the most current technology and most up-to-date digital camera apparatus in accordance with section I(A)(6) above.
2. The photographic primary camera control unit shall produce a clear photograph that contains the following data: (a) Display of front license plate of vehicle. (b) Display of driver's face. (c) Scene of location where the alleged violation occurred. (d) Motor vehicle during the alleged violation. (e) The day, month and year of the alleged violation. (f) The time of the alleged violation displayed in hours, minutes and seconds. (g) The speed of the vehicle displayed in miles per hour. (h) Officer's identification code. (i) Location code information.
3. The photographic secondary camera control unit shall automatically take a photograph without manual intervention from the police officer in attendance and shall contain at least the following data: (a) Display of rear license plate of vehicle. (b) Scene of location where the alleged violation occurred. (c) Motor vehicle during the time of the alleged violation. (d) Day, month and year of alleged violation. (e) Time of the alleged violation displayed in hours, minutes and seconds. (f) Speed of the vehicle photographed displayed in miles per hour. (g) Officer's identification code. (h) Location code information.

H. IMAGE AND CITATION PROCESSING SERVICES: Contractor shall provide all staffing required for the development and presentation of the photographic images and supplies.

1. Contractor shall provide the City with digital images of alleged violators, and photographs for court packets and citizens requesting to view their alleged violations. These photographs shall be provided to the City in hard copy and digital format.
2. Contractor will be responsible for processing all images.
3. The Contractor shall provide one Field Service Technician (FST) responsible for retrieval of photo radar images based upon a schedule established by the City. The FST will respond to any report of a photo radar camera problem. All repair activity will be tracked by the FST on an electronic maintenance log.
4. The Contractor shall collect memory cards, PR Officer Visual Observation Log and PR Equipment Set-up Checklists (as applicable) for the Contractor system. Contractor will establish a chain of custody, consistent with Oregon Law, for the alleged violation date and submit images for processing.
5. The Contractor will convert images to a digital format, compare to PR Officer Visual Observation Log (as applicable), determine and enter license plate information, view driver and ensure that the view of the driver is identifiable and is not obstructed or out of focus.
6. Contractor shall maintain access to the current motor vehicles database that is maintained by the Oregon State Department of Motor Vehicles. In addition, Contractor shall have access to current motor vehicle databases in the states of Washington,

California and Idaho. Access to these databases shall be maintained for the life of the Contract.

7. The Contractor will use the DMV information, verify information collected during the viewing process, re-check license plate information and registered owner information, determine whether the gender of the driver matches the gender of the registered owner of the vehicle if the owner is an individual, compare vehicle type and owner type and prepare images for storage.

8. After the verification process, the Contractor will print the citations and transmit them to the police for approval and signature. Upon return of the approved signed citations from the police, the Contractor will include the printed corresponding cover letter with the violation photo and the appropriate printed affidavit of non-liability or certificate of innocence forms and deposit into the mail within guidelines established by Oregon law.

9. If the current Contractor operation's center in Portland closes, the Contractor shall provide a business plan that will identify the same access and services as the present local operation center that is acceptable to the City. The relocated operation's center shall have adequate staff to operate, manage, maintain and keep the same service level as required by the Contract.

10. Contractor will be responsible for pick-up and delivery of data on a daily basis (to and from the respective police departments/bureaus and courts). Contractor will use the license plate number from the photographs to identify the vehicle owner from the department of motor vehicles records. Contractor shall ensure that the gender of the registered owner of the vehicle appears to be the same as the person whose photograph is taken.

11. Contractor shall prepare warning letters or citations and notice letters for all persons who appear to have violated the speed limit.

12. Contractor shall obtain the police officer's signature for each citation and shall mail letters and citations to the identified vehicle owners within six business days following the alleged violation.

13. Where investigation or legal necessity requires that an officer re-issue a citation that has already been authorized, Contractor will provide that a re-issued citation will bear the re-issue date as well as the date of the original citation.

J. RECORDS AND ARCHIVING: The Contractor shall maintain and provide supporting records of violations to the City and courts and shall maintain all photographs in a manner that preserves their chain of custody to ensure their admissibility in court.

1. Contractor shall maintain a list of all voided and destroyed images.

2. City directs the Contractor to store all images for which citations have been issued for a period of two years from the date of the citation or 30 days after disposition of the

case, whichever is later. Contractor shall keep all images for which citations are not issued for at least 30 days. When citations are dismissed by a person with official authority or when citations are not issued, the City directs the Contractor to destroy all images after 30 days. City directs Contractor to delete all images for which citations have been issued for a period of two years from the date of the citation or 30 days after disposition of the case.

3. The City will require online storage of images for the time periods referenced in Subsection 2 above and shall provide an authenticated listing of all archival records.

4. Retrieval of archived information shall be available within five business days of a request for retrieval.

K. STATISTICAL ANALYSIS AND REPORTS

1. Contractor shall provide reports that show and analyze time, date, speed, number of vehicles, and other data required for automated citation generation and traffic analysis. The reports shall be submitted to the City within 30 days of the end of each calendar month and shall include such information as is mutually agreed to by both parties to this agreement including the following mandatory items: (a) Client Monthly Summary Report. (b) Issuance Analysis Report. (c) Officer Summary Report. (d) Officer Activity Report. (e) Deployment Summary Report. (f) Location Activity Report. (g) Current list of all valid location codes with information, including the court location, speed zone, applicable ORS statute and description of the geographic location.

2. Additional Reports. Contractor shall provide additional reports at City's request. Such additional reports will be mutually agreed upon by the parties as they may be subject to additional fees charged by Contractor.

3. Contractor shall provide the City with a monthly Activity Report within ten (10) days following the end of each month. The monthly report shall, at a minimum, include the following information: (a) The total number of citations issued. (b) The total number of photographs taken and percentage of total vehicles whose photograph was taken that a violation notice was sent. (c) The total number and percentage of violations, delineated by speed and location, with time deployed at locations. (d) Hours of use at anyone site.

L. TRAINING REQUIREMENTS: The Contractor shall provide a minimum of four 2-day photo radar operator training classes per Contract year for City police personnel who will operate the system, which will include both classroom and hands-on training. The maximum class size will be 12 persons. Such training will occur in City provided facilities, unless otherwise agreed upon by the parties. The Contractor will provide the following additional training:

1. The Contractor shall provide technical instruction on Equipment use and operation. Course content shall include: the theory of the device; the technical knowledge required for court purposes; radar and photography principles; and actual deployment techniques. Contractor shall provide up to four training classes at no cost to the City.

Contractor shall supply all technical training materials and handouts in sufficient quantities to cover the training of identified persons.

2. Contractor shall provide up to two additional training sessions and materials to Milwaukie Municipal Court judges and court staff if requested by the City.

M. COURT ASSISTANCE: The Contractor shall provide, as reasonably necessary, a person who is able to be qualified as an expert witness under current court requirements to testify in court in regard to photo radar technology along with any documentation that may be required. Services may include but not be limited to:

1. The Contractor will provide the appropriate paper copy of the issued citation to the court, together with an electronic text file that contains the following information: Officer name, DPSST number, citation number, name of the alleged violator, the alleged violation, fine amount, any enhanced penalty indication, court hearing date and time, court location, courtroom number, and any other necessary information that the court may require and that has been discussed and mutually agreed upon.

2. Within five business days (but before the Court date) of notification from the Court of scheduled cases, the Contractor will prepare and provide documentation to the officer who will testify about the alleged violation. Such documentation will include information about the operation of the camera, a checklist regarding camera operation and repair, two photographs, maintenance logs (if necessary or requested), a contact log showing any contacts with the alleged violator and any other information that may be required. Exceptions shall be considered those cases added by the court system outside of normal channels.

3. Contractor shall provide City and/or courts with a minimum of three photographs for each citation issued (front and two rear photographs) when requested. The photograph shall be a minimum 3 by 5 inches, unless a larger photograph is necessary to view the driver/violation or to prosecute the case.

4. Contractor shall work with City to develop acceptable warning, explanatory, and other letters or correspondence for the court case.

5. The Contractor shall work with City personnel and the court in order to develop and update the forms library as it relates to legal forms and court documentation: (a) Develop an acceptable citation form. (b) Implement and utilize electronic signatures and court filing of citations. (c) Receive and process the certificate of innocence and non-liability forms; a listing of citations to be dismissed shall be provided to the City's police bureau as they are processed. (d) The City shall audit, review and check certificate of innocence forms with photographic images taken of alleged violators to determine whether owners are accurately responding to the citations. (e) The Contractor will provide secure, online access for the public to view images on which citations were based.

6. Contractor and City acknowledge that ORS 153.076, and ORS 135.805 - .873, along with state and federal law of due process, impose a duty on the City to allow a

defendant to inspect discovery favorable to him or her in connection with violation proceedings. City and Contractor understand that pursuant to these laws, judges throughout Oregon have granted defense discovery requests for materials on, among other things, photo radar training, maintenance, and system testing, as well as system operating instructions and time and dates of deployment. Contractor understands the City has discovery obligations and agrees to confer with City during pretrial discovery and provide documents to the City that respond to discovery requests. Contractor shall provide documents in a format that satisfies defense requests for production.

7. The City understands that Contractor has a business interest in protecting its proprietary business information and, thus, the City will not object to Contractor's requests to protect this information during the discovery process. City further acknowledges that Contractor expressly states that its proprietary information that is part of a public record, if any, is submitted to the City in confidence and that the City will agree to Contractor's requests to claim an exemption from public records disclosure on this issue.

N. COMMUNICATIONS/PUBLIC EDUCATION

1. Contractor shall be available to act as a resource during certain events planned as part of the photo radar communications, and public education strategy. This includes, but is not limited to, Equipment demonstration as part of community presentations, if it is determined to be in the interest of the City and the Contractor.

2. Contractor shall provide City with public information materials. These materials should include, but are not limited to, brochures and other printed information describing what photo radar is, how photo radar works and what benefits the use of photo radar provides.

O. TELEPHONE HOT LINE: The Contractor shall provide a telephone hotline that will permit callers to obtain basic information during the normal work week.

1. The Contractor will staff the telephone hotline from 8:00 a.m. to 5:00 p.m. Monday through Friday of each week excluding holidays. During other times, Contractor's hotline will permit callers to obtain information and to leave a voice message. The letters that accompany citations issued will have the toll-free number written on them.

2. The City shall provide Contractor with answers to questions that are frequently asked by the public when it calls the hotline. Contractor shall provide those answers to the public in response to their questions.

II. WORK PERFORMED BY THE CITY: Police Department staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. The Office of Management and Finance has assigned a project manager who will oversee the work and provide support as needed.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

- III. DELIVERY:** All goods, materials and services shall be FOB delivered to the City police department at 3200 S.E. Harrison ST, Milwaukie OR 97222 or as designated by the work conducted within this Contract. All prices offered shall be inclusive of all shipping and delivery costs. The Contractor must be prepared to furnish the items as agreed upon by the parties after receipt of an order.

With assembly, installation, calibration and other services required under this Contract, offered prices shall include all costs associated with delivery, assembly, setup, and proper disposal of packaging material. The offer price shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to Contractor, upon request.

Delivery of the item(s) on the purchase order shall not be completed until all discrepancies have been corrected. Items not meeting Contract specifications shall be returned at Contractor's expense. Contractor shall replace rejected items as agreed upon by the parties after receipt of re-order request. Acceptance occurs when the City authorizes payment of the invoice.

- IV. PRICES AND PRICE CHANGES:** Initial Contract prices shall be as established herein. Unit prices shall remain firm through the first two years of the Contract. At the end of the two-year period following the date of acceptance, price changes may be allowed herein. Contractor agrees to provide pricing for all products for which Contractor is an authorized distributor for the duration of this Contract. Following the end of the two year period referenced above, City and Contractor acknowledge that prices for goods and services furnished by Contractor under this Contract may need to be adjusted during the term of the Contract due to changes in Contractor's prices, rate plans, or product offerings. Such price changes shall be documented in writing between Contractor and City as amendments.

Contractor shall submit any proposed pricing revisions in writing to the City for consideration at least thirty (30) days before the proposed effective date. Price adjustments shall become effective thirty (30) days from the date of last signature on the Contract amendment document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the City of the requested price adjustment.

EXHIBIT 2
Compensation

Photo Radar Monthly Paid Citations	Fee Per Paid Citation
1-800	\$27
801-1200	\$22
1201-1600	\$20
1601+	\$18

Monthly Lease of Photo Radar System, Per System **\$2000**

ACS will invoice the City on a monthly basis. Such invoices will be due no later than thirty (30) days after City's receipt of such invoice. The "Fee Per Paid Citation" tiers set forth above shall be determined based upon on the month in which each violation occurred, not the date the violation was paid.