

CITY OF PORTLAND
PRICE AGREEMENT NO. 31000129
AMENDMENT NO. FIVE (5)

FOR
PHOTO RADAR SYSTEM

The Contract was made and entered into on April 1, 2010 by and between Xerox State & Local Solutions, Inc., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. Effective May 15, 2016 the Contract is amended to add fixed speed safety camera systems. Contractor shall install the systems and provide support as described in Attachment C, Fixed Speed Safety Camera System.
2. Append the attached Exhibit A to Attachment B, Contractor's Price Proposal.
3. Effective May 15, 2016 this Amendment increases the Consideration by four million five hundred thousand dollars (\$4,500,000). Delete Section 3, Consideration in its entirety and replace with:

"3. **CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed two million three hundred seventy five thousand dollars (\$2,375,000.00) per year for completion of the work or receipt and acceptance of the goods for a total contractual not to exceed amount of eleven million, seven hundred fifty thousand dollars (\$11,750,000.00). In the event the continuation of services by Contractor would cause the amount payable to Contractor to exceed either of such amounts, Contractor agrees to stop providing services until such time as additional funds sufficient to cover the services are added.

Monthly payments shall include a fixed monthly fee combined with a tiered fee payment in accordance with Attachment B."

4. Section 4 CONSIDERATION of ATTACHMENT A of the Agreement is hereby deleted.
5. Notwithstanding any other provision of the Contract or any language to the contrary, the City shall indemnify and hold harmless Contractor from any and all liability, claims, losses, damages, penalties, fines, and attorneys' fees, whether in contract, tort, or otherwise, arising under or related to the applicability of ORS 810.438(2)(c) to fixed photo radar speed enforcement or the designation of an enforcement location as an "urban high crash corridor" for fixed photo radar speed enforcement.
6. Notwithstanding any other provision of the Contract or any language to the contrary, if the City (i) terminates early under Section 31 of the Contract for any reason other than a material breach by Contractor or (ii) removes or ceases/suspends enforcement from a system prior to March 31, 2019, the City shall reimburse Contractor for any unamortized installation costs (including internal labor and third party design and construction costs but not including equipment costs) for the applicable system [REDACTED]
[REDACTED] For purposes of this Section 5, system [REDACTED] [REDACTED] [REDACTED] [REDACTED] March 31, 2019. This Section 5 shall not apply to the rotation of a system to a new location under Section 8 below.

[Signatures on next page]

XEROX STATE & LOCAL SOLUTIONS, INC.

BY: *L Miller*
Lewis Miller, Vice President 5/4/2016
(Name/Title/Date) Date

Address: 8260 Willow Oaks Corporate Drive,
Sixth Floor
Fairfax, VA 22031
Telephone No. 703-891-8700
Fax 703-891-8839

APPROVED AS TO FORM
Approved as to form:

[Signature] 5/13/16
CITY ATTORNEY

CITY OF PORTLAND

BY: *Christine Moody* 5/17/16
Christine Moody, Chief Procurement Officer Date

EXHIBIT A **FIXED SPEED SAFETY CAMERA SYSTEM PRICING**

System	Fixed Monthly Fee	Payments Collected in one Month	Fee Per Payment
Fixed Speed Safety Camera System			

ATTACHMENT C

REQUIREMENTS OF FIXED SPEED SAFETY CAMERA SYSTEM

FIXED SPEED SAFETY CAMERA SYSTEM

- Contractor shall perform a phased installation of eight (8) DriveSafe™ Fixed Speed systems and provide Citeweb™ Violation Processing software ("Fixed Speed Safety Camera System") (each including a front and rear camera) as follows:

WARNINGS BEGIN*	CITATIONS BEGIN	NO. OF SYSTEMS	CORRIDOR
August 1, 2016	September 1, 2016	2	Beaverton-Hillsdale Hwy Between 30 th and 39 th
January 1, 2017	February 1, 2017	2	SE 122 Between Foster and Powell
February 1, 2017	March 1, 2017	2	Marine Drive
April 1, 2017	May 1, 2017	2	Outer SE Division

*Fixed monthly fee applies during warning period.

- Contractor will install speed reader boards on existing poles for the purpose of warning drivers.
- The City shall provide and pay for electric services to the Fixed Speed Safety Camera Systems and speed reader boards.
- Contractor shall retain ownership of all Fixed Speed Safety Camera System hardware provided by Contractor.
- The Fixed Speed Safety Camera System shall operate 24 hours per day, 7 days per week, 365 days per year.
- Once within each 24 hour period, Contractor's technician will log into each system and verify proper operation of the Fixed Speed Safety Camera System. Such verification shall be documented by the Contractor in a PR Equipment Set-up Checklist. Contractor will establish a chain of custody, consistent with applicable law, for the alleged violation date and submit for processing consistent with applicable law. PR Officer Visual Observation Logs will be used for mobile photo radar only and not for red light cameras or fixed speed safety cameras.
- Contractor's technician will verify calibration of the speed reader board once every 48 hours.
- After verification process, Contractor will transmit the violation to the Police for approval and signature. Upon return of the approved signed citations from the Police, Contractor will print the corresponding cover letter with the violation photo and the appropriate Affidavit of Non-Liability or Certificate of Innocence forms and mail within the guidelines of applicable law.
- Upon thirty (30) days advance written notice, the City shall have the right to direct Contractor to rotate a Fixed Speed Safety Camera System to a new location. If the City elects to rotate a Fixed Speed Safety Camera System to a new location, the City shall reimburse Contractor for the costs of moving and installing the Fixed Speed Safety Camera System at the new location. Prior to proceeding with a rotation, Contractor shall provide the City with an estimate of the cost to rotate not to exceed \$60,000. Contractor shall not proceed with the rotation unless the City approves the estimate.
- The City project manager for the Fixed Speed Safety Camera System only, shall be Gabriel Graff, Gabriel.Graff@portlandoregon.gov, (503) 823-5291. Contractor shall contact him regarding this system and shall coordinate all deliveries with him. Invoices for this system only shall be sent to:

City of Portland, Bureau of Transportation
 Attn: Gabriel Graff
 1120 SW 5th Avenue, Suite 800
 Portland, OR 97204

- Except as set forth in this Attachment C, all requirements in Attachment A, Requirements shall apply.