

RESOLUTION OF THE CITY COUNCIL

No. 104

Approved March 20, 2020

RESOLVED, That His Honor the Mayor, is hereby authorized to execute Amendment No. 3 to the Red Light Camera License and Service Agreement, PVD 13-44, between the City of Providence and Conduent State & Local Solutions, Inc. dated as of July 17, 2018.

IN CITY COUNCIL

MAR 19 2020

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE.

Mayor
Date: 3/20/20

AGREEMENT PVD 13-44
RED LIGHT CAMERA LICENSE AND SERVICE AGREEMENT

AMENDMENT No. __

This Amendment No. __ (this "Amendment"), dated December 11, 2019, is made by and between Conduent State & Local Solutions, Inc. ("Conduent"), and the City of Providence, Rhode Island, a Municipal Corporation ("City"). Conduent and City (each individually a "party" and collectively, the "parties") agree as follows:

WHEREAS, the parties entered into the Red Light Camera License and Service Agreement-PVD 13-44 for an Automated Red Light Enforcement Program (the "Red Light Program") effective June 30, 2014 (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Conduent has installed twenty-five (25) Red Light Units at twenty-five (25) approaches selected by City; and

WHEREAS, the parties amended the Agreement to add 10 additional Red Light photo enforcement units to the Program and to start an Automated Speed Enforcement Program in School Zones (the "Speed Program") as authorized by the Rhode Island Automated School Zone Speed Enforcement System Act of 2015; and

WHEREAS, the parties further amended the Agreement to conform to recent Speed Program legislation, R.I.G.L. § 31-41.3-4, "Automated School Zone Speed Enforcement System Operational Requirements and Certification;" and

WHEREAS, the parties now wish to further amend the Agreement to add additional units to the Speed Program, and to extend the Term of the Agreement for an additional one-year term following the existing extended term;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Commencing February __, 2020, Conduent agrees to deploy an additional five (5) PoliScan Speed Portable Camera Units ("PCUs") for the City's Speed Program at the City's identified enforcement zones, bringing the total number of PCUs to twenty (20).
2. Section 5.0 TERM of the Agreement is deleted in its entirety and replaced with a new Section 5.0 as follows: The term of this Agreement (the "Term") shall commence on June 30, 2014 ("Effective Date") and shall continue until June 29, 2023 unless earlier terminated or extended by mutual written agreement of the parties. The City shall have the exclusive right to extend the Term for three (3) additional one (1) year option terms (each, an "Option Term") by providing written notice to Conduent to that effect at least thirty (30) days prior to the expiration of the Term."

3. Effective immediately, Exhibit 3 is deleted in its entirety and replaced with the attached Exhibit 4.

All other terms and conditions of the Agreement, except as modified by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Conduent and City have executed this Amendment.

Conduent State & Local Solutions, Inc.

**For the City of Providence, Rhode Island
a Municipal Corporation**

Authorized Signature

Authorized Signature

Name and Title (Type/Print)

Steven Pare, Public Safety Commissioner

Date

Date

Approved as to form and correctness:

Jeffrey Dana
City Solicitor

EXHIBIT 4

Speed Compensation Provisions

- I. PCUs 1-15:
 - i. Beginning December 1, 2019, City will be invoiced \$2,978 fixed fee per PCU per month. The City will not be invoiced any fixed fee per PCU during the months of July and August of each year, beginning with July, 2020 and August, 2020 and commencing throughout the remaining years of this agreement; and \$7.40 per Potential Violation processed. The per possible violation 3% annual increase remains in effect, from the execution of PVD 13-44 Red Light Camera License and Service Agreement on August 28, 2017. This fee will not apply to any violations identified during every 30-day warning period required by R.I.G.L. § 31-41.3-4.
- II. End users shall be charged a three dollar and fifty cent (\$3.50) credit card convenience fee to be retained by Conduent. Conduent shall be responsible for payment of the credit card processing and inter-change fees.