

# RESOLUTION OF THE CITY COUNCIL

No. 353

Approved August 1, 2017

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Contract Extension Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

XEROX  
(Public Property)

\$2,978.00 per month

IN CITY COUNCIL

JUL 24 2017

READ AND PASSED

*Sabrina Mateo*  
PRES.

*Lowell Dyer*  
CLERK

I HEREBY APPROVE.

*[Signature]*  
Mayor

Date:

*8/1/17*

MATTHEW M. CLARKIN, JR.  
INTERNAL AUDITOR  
25 DORRANCE STREET, ROOM #307  
PROVIDENCE, RI 02903  
Phone: (401) 421-7740 EXT. 577  
Fax: (401) 351-1056  
mclarkin@providenceri.com



City of Providence, Rhode Island  
Office of the Internal Auditor

May 11, 2017

Ms. Lori Hagen  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Lori:

I am writing to request that the following requested contract award be submitted to the City Council and the Finance Committee for approval.

- **Department of Planning & Development:** Approval of a Change Order in the amount of \$10,000 to the contract with Hulafish Creative to further enhance the brand identity for First Source in achieving its goal of providing employers with a pipeline of Providence residents into their open positions. Total contract will increase to \$20,500 with this Change Order.
- **Art, Culture, & Tourism:** Approval of Change Order #2 in the amount of \$13,000 to the contract with FirstWorks to increase the organization's tech budget for PVDFest Finale on June 4, 2017. Total contract will increase to \$93,000 with this Change Order.
- **Department of Public Property:** Approval to increase the number of red light cameras to add portable speed enforcement cameras, and to extend the contract with XEROX State and Local Solutions at a cost of \$2,978 per month.

Sincerely,

A handwritten signature in black ink that reads "Matthew M. Clarkin, Jr." in a cursive style.

Matthew M. Clarkin, Jr.  
Internal Auditor

Cc: Alan R. Sepe, Director of Operations  
Stephanie Fortunato, Director of Art, Culture & Tourism  
Bonnie Nickerson, Director of Planning & Development  
James Lombardi, Senior Adviser to the City Council



Jorge O. Elorza, Mayor

May 10, 2017

The Honorable Jorge O. Elorza  
Chairman, Board of Contract and Supply  
City Hall  
Providence RI 02903

RE: APPROVAL TO INCREASE THE NUMBER OF RED LIGHT CAMERAS, TO  
ADD PORTABLE SPEED ENFORCEMENT CAMERAS, AND TO EXTEND  
THE CONTRACT WITH XEROX STATE AND LOCAL SOLUTIONS FOR  
THREE (3) ADDITIONAL YEARS

Dear Mayor Elorza:

On November 4, 2013, the Board of Contract and Supply awarded a contract to XEROX State and Local Solutions for 25 Red Light Cameras. The Contract has an option to increase the amount of Red Light Cameras and add Speed Cameras. The Department of Public Property respectfully requests to increase the number of Red Light Cameras from 25 to 35, and add 15 Portable Speed Enforcement Cameras to be located in School zones, at a cost of Two Thousand Nine Hundred Seventy Eight Dollars (\$2,978.00) per Camera per month.

The Department also requests to extend the current contract for an additional three (3) years with an expiration date of June 29, 2022. A copy of the proposed agreement with Conduent State & Local Solutions, Inc. (f/k/a XEROX State and Local Solutions, Inc.) is attached to this letter.

Funds are available in account 101-106 53430.

Sincerely,

Alan R. Sepe  
Director of Operations

**DEPARTMENT OF PUBLIC PROPERTY**

Providence City Hall | 25 Dorrance Street, Room 407, Providence, Rhode Island 02903  
401 421 7740 ph | 401 273 2114 fax  
[www.providenceri.com](http://www.providenceri.com)

**AGREEMENT PVD 13-44**  
**RED LIGHT CAMERA LICENSE AND SERVICE AGREEMENT**  
**AMENDMENT No. 2**

This Amendment No. 2 (this "Amendment"), dated as of \_\_\_\_\_, 2017, is made by and between Conduent State & Local Solutions, Inc. (f/k/a Conduent State & Local Solutions, Inc.), located at 12410 Milestone Center Drive, Germantown, MD 20876 ("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) Units at twenty-five (25) approaches selected by City; and

**WHEREAS**, the parties desire to amend the Agreement to add additional Units to the Red Light Program and to start an Automated Speed Enforcement Program in School Zones (the "Speed Program") as authorized by S 0993 Rhode Island 5 Automated School Zone Speed Enforcement System Act of 2015.

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

1. 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, 2022, 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."
2. Conduent agrees to install an additional ten (10) Units for the Red Light Program at City identified approaches.
  - I. Conduent will conduct a 16 hour video validation at twenty (20) City identified approaches.
  - II. Minimum Criteria as outlined in Exhibit 2(c) of the Agreement applies.
  - III. Conduent will charge the City the costs for video validation. Conduent will credit the City these costs upon the tenth (10<sup>th</sup>) additional Unit going live.

- IV. Conduent will work with the City and RIDOT to complete an Engineering Study and Physical Alteration Permit for each of the ten (10) new approaches selected by the City.
  - V. The City agrees to provide additional police and municipal court staff to accommodate the review and appeal process associated with automated red light violations.
  - VI. The City will provide and install all required red light photo enforcement signs.
3. Conduent agrees to provide fifteen (15) Portable Camera Units (PCU) for the City's Speed Program to be deployed at City identified school zones.
- I. PCUs will be deployed in increments of five (5) starting \_\_\_\_\_ 2017 with five (5) more in \_\_\_\_\_ 2017 and remaining five (5) in \_\_\_\_\_ 2017. The ability to start deployment in \_\_\_\_\_ 2017 is dependent on Amendment execution in \_\_\_\_\_ 2017 and RIDOT approval and certification of the PCU equipment by \_\_\_\_\_ 2017. Any delay in amendment execution or approval and certification of equipment will result in a corresponding delay in delivery timelines.
  - II. The City has the right to move up to two (2) PCUs to new locations each week.
  - III. City will enforce with the PCUs Monday through Saturday, from 6am EST – 8pm EST, year-round.
  - IV. Speed violations will be issued to vehicles traveling eleven (11) miles per hour or more over the posted speed limit.
  - V. The City agrees to provide additional police and municipal court staff to accommodate the review and appeal process associated with automated speed violations.
  - VI. Conduent will provide processing support, obtain registered owner information and mail City approved notices for automated speed enforcement violations in the same manner as currently provided for red light violations under the Agreement.
  - VII. The automated speed enforcement violation numbering system will follow a City approved format consistent with the format currently used for red light violations under the Agreement.
  - VIII. Conduent will not be required to complete physical alteration permits to deploy PCUs.
  - IX. An initial two (2) week Speed Program wide warning period will apply upon deployment of the first five (5) PCUs.

- X. All violation and warning notices for speed violations will be approved by the City prior to mailing.
  - XI. Conduent will provide deployment and maintenance of PCUs for City designated locations.
  - XII. The City shall select, approve, provide and install speed warning signs. The City shall maintain all warning signs after installation, including the replacement of signs if damaged or removed.
- 4. The title of Exhibit 1 Compensation Provisions of the Agreement is changed to "Exhibit 1 Red Light Compensation Provisions".
  - 5. Section (g) of Exhibit 2 Additional Provisions of the Agreement is deleted.
  - 6. A new "Exhibit 3 Speed Compensation Provisions" is attached hereto as Attachment 1. The parties agree to negotiate equitable adjustments to the Exhibit 3 Speed Compensation Provisions to the extent that the parameters for the Speed Program set forth in this Amendment materially change, including but not limited to Sections 3(II-IV), (VII) and (IX).
  - 7. Contracts may be extended to other Rhode Island jurisdictions based on the Agreement including this Amendment. Any such jurisdiction shall place its own orders directly with Conduent, documented in a separate contract with Conduent that may contain terms and conditions unique to that jurisdiction.
  - 8. 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)

\_\_\_\_\_  
Name and Title (Type/Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT 3**

**SPEED COMPENSATION PROVISIONS**

- a. PCUs 1-15:
  - i. \$2,978 fixed fee per PCU per month. This fee will apply during the warning period set forth in Section 3(IX) of the Amendment.
  - ii. \$7.50 per Potential Violation processed. This fee shall not apply during warning period set forth in Section 3(IX) of the Amendment.
- b. End users shall be charged a three dollar and fifty cents (\$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.
- c. A three percent (3.0%) price increase will be applied annually to the Potential Violation processed fee set forth in subsection (a) (ii) above beginning in month thirteen (13) of the Term.