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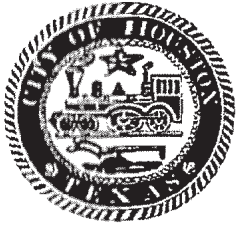
## City of Houston - Contracts

**Contract #:** C62248  
**Vendor Name:** American Traffic Solutions, Inc  
**Ordinance #:** NCA

\* 620 \*

\* 620 \*

EXHIBIT B-1



CITY OF HOUSTON  
City Secretary

C62248 Interoffice

Correspondence

To: Ms. Annise Parker  
City Controller  
Dept: 1000 (Police)  
Fund: NA

From: Anna Russell  
City Secretary

Date: May 29, 2009

Attn:

Subject: Agreement Amendment

Dear Ms. Parker: Term: Effic CS date in effect until 5/27/2014 and may

The following are sent to you for handling to completion: be extended for 5yrs.

2 First Amendments to Agreement

Between City and American Traffic Solutions, Inc.

For A Photo Red Light Camera Enforcement System and Services

Authorized by Ordinance 2009-0461

Passed on May 27, 2009

Executed by Mayor May 28, 2009

Yours Truly,

Anna Russell  
City Secretary

CS = 5-29-09

2009 MAY 29 AM 11:14

AR/CS  
CONTROLLER'S

*mw*

Chief Hurtt

1 COPIES PICKED UP  
BY Gary Norman  
DEPT REPRESENTATIVE  
5/29/09  
DATE

City of Houston, Texas Ordinance No. 2009-461

**AN ORDINANCE APPROVING AND AUTHORIZING A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY AND AMERICAN TRAFFIC SOLUTIONS, INC. FOR THE PHOTO TRAFFIC SIGNAL ENFORCEMENT SYSTEM FOR THE HOUSTON POLICE DEPARTMENT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.**

\* \* \* \*

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 27<sup>th</sup> day of May, 2009.

APPROVED this 27<sup>th</sup> day of May, 2009.

*Bill White*

\_\_\_\_\_  
Mayor of the City of Houston, Texas

COPIES PUBLISHED IN DAILY COURT  
REVIEW  
DATE:

JUN 0 2 2009

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is \_\_\_\_\_.

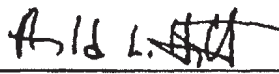

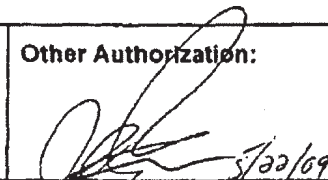

\_\_\_\_\_  
City Secretary

(Prepared by Legal Dept. Law A. Nguyen )  
 (LPN :pr 5/21/09) Assistant City Attorney  
 (Requested by Harold L. Hurtt, Chief of Police)  
 (L.D. File No. 0620700972002 )  
 G:\CONTRACT\LPN\Ordinances\Amd#1ATS.wpd

AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
	ABSENT	CLUTTERBUCK
✓		ADAMS
	✓	SULLIVAN
✓		KHAN
✓		HOLM
✓		RODRIGUEZ
	ABSENT	BROWN
✓		LOVELL
✓		NORIEGA
✓		GREEN
	✓	JONES
		CAPTION ADOPTED

TO: Mayor via City Secretary REQUEST FOR COUNCIL ACTION

R

<b>SUBJECT:</b> Ordinance Establishing a First Amendment to Contract with American Traffic Solutions, Inc. (ATS) for the Photo Traffic Signal Enforcement System for HPD.		<b>Page</b> 1 of 1	<b>Agenda Item #</b> 34
<b>FROM: (Department or other point of origin):</b> Houston Police Department		<b>Origination Date:</b> 5-22-09	<b>Agenda Date:</b> MAY 27 2009
<b>DIRECTOR'S SIGNATURE:</b> Harold L. Hurtt, Chief of Police 		<b>Council District affected:</b> All	
<b>For additional information contact:</b> Joseph A. Fenninger  CFO and Deputy Director Phone: 713-308-1770		<b>Date and identification of prior authorizing Council action:</b> Ordinance 2006-567 May 31, 2006	
<b>RECOMMENDATION: (Summary)</b> Adopt an Ordinance approving a First Amendment to the Contract with American Traffic Solutions, Inc. (ATS) for the Photographic Traffic Signal Enforcement System.			
<b>Amount and Source of Funding:</b> No funding required.			
<b>Specific Explanation:</b> On May 31, 2006 via Ordinance 2006-567, City Council awarded a five-year contract with one additional five-year option to ATS for the Photographic Traffic Signal Enforcement System (aka, Digital Automated Red Light Enforcement Program – DARLEP). The current contract expires June 28, 2011. The scope of the work required the contractor to provide all labor, equipment, supplies, supervision, maintenance, and training necessary to provide a high-resolution digital system for still photos as well as moving images of red light violators at various intersections controlled by red lights within the City of Houston.  Since inception, 70 red light cameras have been installed throughout the city to help reduce rampant running of red lights. In that period, approximately 508,000 violations have been issued, and a net \$10.7 million received by the City has been applied to City traffic safety programs. By the end of fiscal year 2009, the State of Texas will have also received approximately \$8.3 million for state trauma centers, as part of legislation passed last session.  The State Legislature is now considering House Bill 300 (TXDOT Sunset Bill) that contains an amendment proposed by Rep. Gary Elkins which would preclude any further red light cameras from being installed in the state as of June 1, 2009 and would not permit extensions to existing contracts after that date. In response, the cities of Amarillo, Arlington, Baytown, Ft. Worth and Irving have all signed 15 to 20 year extensions with their respective vendors.  DARLEP has become a key part of the City's traffic safety budget and it has constrained growth of accidents at intersections with red light cameras as compared to those without. Accordingly, HPD requests that Council approve the First Amendment to the original contract with ATS. The amendment includes: <ul style="list-style-type: none"> <li>• Extending the contract, as amended, to May 27, 2014 (3 years), with one additional five-year option period after that time. The City retains its right to terminate the contract with 120 days notice.</li> <li>• Allow sensing devices to be placed within the concrete roadway at selected intersections</li> <li>• Allow ATS to recover a convenience fee not to exceed 2.33% for each debit or credit card penalty payment transaction</li> <li>• Require the contractor to utilize the latest digital photograph and recording technology when installing new equipment</li> <li>• Require the contractor to utilize a "double blind" verification system to further improve the accuracy of data received from the Texas Department of Transportation related to red light violations.</li> </ul> Because of the June 1, 2009 deadline in the amendment to House Bill 300, the proposed contract extension may not be taggable, in that a one week delay might render the matter moot.			
<b>M/WBE Participation:</b> The original contract was issued with a 10% MWBE participation goal. ATS has been paid \$6,351,139.65 to date and has paid \$1,783,825.11 (28%) to M/WBE participating sub-contractors to date. The Affirmative Action and Contract Compliance Division will continue to monitor the progress of the contract.			
<b>REQUIRED AUTHORIZATION</b>		10JAF001	
<b>Finance:</b>	<b>Other Authorization:</b>  5/22/09	<b>Other Authorization:</b>  Michael S. Marcotte, P.E., D.WRE, BCEE Director, Public Works & Engineering Department	

C 62248  
09-0461

STATE OF TEXAS            §  
  §  
COUNTY OF HARRIS       §

**FIRST AMENDMENT TO THE AGREEMENT  
FOR A PHOTO RED LIGHT CAMERA ENFORCEMENT SYSTEM AND SERVICES**

This First Amendment ("First Amendment") to the Agreement For A Photo Red Light Camera Enforcement System And Services (the "Agreement") between the CITY OF HOUSTON, TEXAS (the "CITY"), a home rule city of the State of Texas, and AMERICAN TRAFFIC SOLUTIONS, INC. ("Contractor"), dated June 28, 2006, is made by and between the same parties on the date hereinafter last specified.

WITNESSETH:

WHEREAS, the CITY and Contractor entered into the Agreement on June 28, 2006; and

WHEREAS, the parties desire to extend the initial term of the Agreement through May 27, 2014;  
and

WHEREAS, in consideration of Contractor's agreement to such extension, the City will allow Contractor to recover a processing fee to be paid by persons for the convenience of making debit or credit card payments, including but not limited to online payments, of penalties pursuant to the City's Red Light Camera Program.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Agreement.
2. Amendments.
  - a. Section V "Term and Termination," Subsection A of the Agreement is hereby amended to read as follows:  
  
"This Agreement is effective on the amended Countersignature Date and remains in effect until May 27, 2014, and may be extended for one additional five-year period under the same terms and conditions thereafter upon written notice of renewal by the Director at least 30 days before the expiration of the then-current term to the extent permitted by law and subject to allocation of funds therefore by the City."  
  
Subsection B of the Agreement is stricken in its entirety.
  - b. Exhibit A, Section 2.B.1, Line 2 of the Agreement: "shall be non-invasive (above ground only), and" is deleted and replaced with "for".
  - c. Exhibit A, Section 2.B.1 of the Agreement, the sentence on Line 7 therein is hereby amended to read as follows: "Contractor may install its Equipment on existing traffic poles or on newly installed poles, or as provided in Exhibit A, Section 3, as amended below."

- d. Exhibit A, Section 2.D. of the Agreement, the first sentence therein is hereby amended to read as follows:

“At the Director’s direction, Contractor shall use its ViMS units to monitor and measure Violation rates and perform traffic volume counts at Dummy sites or any City intersection at no additional cost to the City. The City’s requests for these services will be limited to no more than ten (10) intersection location sites at one time and will be limited to only those locations where the City has intent to expand to or incorporate into its Red Light Camera Program. Subsequent requests for these services will only be made after a Notice to Proceed with construction has been made to the Contractor for the previous locations surveyed and approved for inclusion into the Red Light Camera Program by the Director. The final decision on the number and selection of new sites to be incorporated into the program will be made by the Director.”

- e. Exhibit A, Section 3 of the Agreement is hereby amended to add the following sentences at the end thereof:

“On or after the effective date of this First Amendment, all new installations will utilize the most current and newest detection and recording equipment available. The Director must approve all equipment prior to any said installation.”

- f. Exhibit G, Section 10., Subsection 4. Other Services in the Agreement is hereby amended to add a subsection d. as follows:

“d. Contractor may charge a processing fee that shall not exceed 2.33% of each debit or credit card payment transaction, including but not limited to online payments, made by the debit or credit card holder in settlement of penalty(ies) owed to the City. There shall be no cost to the City. Contractor shall withhold the applicable processing fees from the collections of payments made by the debit or credit card holders.”

- g. Exhibit G, Section 11: The terms of Exhibit G, Section 11. in the Agreement continue to apply, but these terms shall be applied starting on June 29, 2011, instead of upon the City’s election to exercise the five-year renewal option. These terms shall continue to apply if the Director exercises the renewal option set out in Section 2.a. of this First Amendment.

- h. Exhibit H, Section 2.6.2.9. on Line 4 of the Agreement, the following sentence is hereby inserted before the last sentence thereof:

“Contractor shall ensure that the original plate number is re-entered by a person other than the original data entry person to extract DMV vehicle information (i.e. double blind re-entry) prior to presenting event information to HPD for review.”

- i. Exhibit M to the Agreement:

- i) The subtitle therein is hereby deleted in its entirety and replaced in its place as follows: “REPLACEMENT OF EQUIPMENT”

ii) The first sentence therein is hereby amended to read as follows:

"The Contractor may propose to replace installations that have reached the end of their useful life or upgrade to newer technology."

3. Entire Agreement. The provisions of this First Amendment and the provisions of the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control. Nothing contained in this First Amendment shall be construed in any way to limit or to waive the City's sovereign immunity. All other terms and conditions of the Agreement, except as amended in this First Amendment, shall continue in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment on the Countersignature Date of this First Amendment.

WITNESS:

By: Linda Welsch  
Name: Linda Welsch  
Title: Exec. Legal Asst.

(Contractor)  
AMERICAN TRAFFIC SOLUTIONS, INC.

By: Adam E. Tuton  
ADAM E. TUTON,  
Executive Vice President  
TAX ID NO. 48-1114931

ATTEST/SEAL:

[Signature]  
City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

Bill White  
Mayor Amayda Willetts

APPROVED:

[Signature]  
Chief of Police, Houston Police Department

COUNTERSIGNED BY:

[Signature]  
City Controller Manuwa P. Appel

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney  
L.D. File No. 0620600201002

DATE COUNTERSIGNED:

5-29-09