

RED LIGHT CAMERA SAFETY PROGRAM ENFORCEMENT
Amendment No. One of Agreement

This First Amendment of Agreement ("Agreement" or "Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Public Works ("the Department"), located at 335 Yaphank Ave, Yaphank, NY 11980; and

ACS STATE & LOCAL SOLUTIONS, INC. ("Contractor" or "ACS" or "Vendor"), a New York corporation duly authorized to do business in New York and having its principal office at 8260 Willow Oaks Corporate Drive, 6th Floor, Fairfax, VA 22031 and its transportation services headquarters at 12410 Milestone Center Drive, Fourth Floor, Germantown, MD 20876.

The parties hereto desire to continue to make available to the County all required professional services to plan, design, bid, implement, operate, maintain, and manage a Red Light Camera ("RLC") System in specified locations in Suffolk County in accordance with applicable State and County laws, rules and regulations and to modify certain terms and conditions of the Original Agreement executed on March 31, 2010.

Term of Agreement: March 31, 2010 for an initial two (2) year term. The County shall have the option to renew through March 31, 2015, at the County's sole option and in accordance with applicable State law.

Total Cost of Agreement: Shall be as set forth in the Original Agreement.

Terms and Conditions: Shall be as set forth in Articles I, II, III and IV and Exhibits 1 and 2 of the Original Agreement and this First Amendment.

In Witness Whereof, the parties hereto have executed this First Amendment of Agreement as of the latest date written below.

Signatures are Set Forth on Page 2



0007995

ACS STATE & LOCAL SOLUTIONS, INC.

COUNTY OF SUFFOLK

By: [Signature]

Name: Mark Talbot

Title: Vice President

Fed. Tax ID #: 13-196647

Date: 2/1/11

Approved as to Legality:
Christine Malafi, County Attorney

By: [Signature]

Rhyllis Seidman
Assistant County Attorney

Date: 2-9-11

By: [Signature]

Name: Ed Dumas

Title: Deputy County Executive

Date: 2/15/11

Approved:

Department of Public Works

By: [Signature]

Name: Gilbert Anderson P.E.

Title: Commissioner

Date: 2/8/11

Recommended:

Department of Public Works

By: [Signature]

Name: Daniel J. Drasch Jr.

Title: Director

Date: 2/3/11



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Exhibit A-1
Revised Terms and Conditions

Whereas, the parties entered into the Original Agreement (County Agreement No. 15-PW-019A) last dated March 31, 2010 for a term of two (2) years with an option to renew through March 31, 2015 at the County's sole option and in accordance with applicable State law; and

Whereas, the Department and the Contractor desire to enter into this First Amendment of Agreement to modify certain Terms and Conditions of the Original Agreement.

Now Therefore, in consideration of the mutual provisions and covenants contained herein and other valuable consideration, the parties agree as follows:

1. **Article I, section 3** of the Original Agreement entitled "Definitions" is amended by adding the following paragraph:

3.21 "Enforcement System" shall mean the violation monitoring system employed at an approach.

2. **Article I, paragraph 6.4** of the Original Agreement shall be deleted in its entirety and replaced with the following paragraph:

6.4 Prior to the exercise of the option to renew the Agreement as set forth on page one (1) of the Agreement, ACS agrees to evaluate all Enforcement Systems where the number of paid citations collected per month is less than one (1) per day and consider relocation of these Enforcement Systems. If new sites that are mutually agreeable to the parties can be identified, ACS will relocate such Enforcement Systems; provided, however, that ACS shall not be required to relocate more than 10% of the total number of deployed Enforcement Systems. Such sites must be identified; permits/approvals must be acquired; and notice to proceed provided by the County prior to renewal of the Agreement.

3. **Article I, section 4** of the Original Agreement entitled "ACS Obligations" is amended by adding the following paragraph:

4.22 Provide computer equipment to the County for use in connection with this Agreement in the appropriate District Court building in the form of one (1) laptop workstation, one (1) computer monitor with associated cables, monitor clamps and rolling monitor cart, one (1) color laser printer with a sufficient amount of supplies to produce evidence packets for all violation hearings resulting from the Red Light Camera Safety Program relating to this Agreement, and provide a warranty for the computer equipment in the name of Suffolk County.

4. **Article II** of the Original Agreement is amended by adding the following paragraph:

6. Section 1 of this Article II notwithstanding, the County shall maintain the computer equipment provided by ACS for use in the appropriate District Court building in connection with this Agreement and the County shall retain such equipment upon expiration or termination of the

Agreement. The County and ACS agree that the County will only retain the equipment described in Article I, Section 4.22 of the Agreement as amended and no other equipment.

5. **Article III, paragraph 1** of the Original Agreement shall be deleted in its entirety and replaced with the following paragraph:

1. All Violation Data shall be stored on the Vendor System. The County directs ACS to store all Violation Data that do not result in the issuance of a Notice of Liability for 30 days and to delete the images and video included in such Violation Data thereafter. The County directs ACS to store all Violation Data that results in the issuance of a Notice of Liability for two (2) years and to delete the images and video included in such Violation Data thereafter; provided, however, that the Violation Data for all Notices of Liability identified for prosecution by the County shall be stored and accessible to the County for six (6) years subsequent to the completion of all litigation and hearings regarding individual violations. Subsequent to the expiration or termination of this Agreement for any reason and upon request of the County, ACS will transfer to the County all Violation Data not deleted pursuant to the terms of this paragraph in a mutually agreeable computer readable format. This paragraph shall survive expiration or termination of this Agreement. Article IV, subparagraph 2.2.c shall not apply to Violation Data deleted pursuant to the terms of this paragraph.

6. **Article III, paragraph 16** of the Original Agreement shall be deleted in its entirety and replaced with the following paragraph:

16. All violation and penalty payments and credit card service/convenience fees collected by ACS shall be deposited by ACS into a designated County Treasurer account which shall be with Chase or other mutually agreeable bank. Such deposits shall occur no later than the first ten (10) days of the month following collection. ACS shall send a monthly invoice to the Department's Revenue Unit at the address set forth on page one (1) of this Agreement for payment of ACS' allocation of deposited paid violations (as more fully described in Article IV herein); the two dollar (\$2.00) service/convenience fee per credit card and check-by-phone transaction; and any penalty payments as more fully set forth in Article IV, paragraph 3.2.c. The County shall produce a payment voucher monthly and process a check to ACS for payment of ACS' allocation of deposited paid violations, credit card service/convenience fees and penalty payments, as appropriate.

7. **Article III, paragraph 17 subsection e.** of the Original Agreement shall be deleted in its entirety and replaced with the following subsection:

17.e. amount due to ACS per camera and for the entire system;

8. **Article III, paragraph 17** of the Original Agreement is amended by adding the following subsections:

17.h. number of accounts in collection;

17.i. amounts received from collection activity.

9. **Article III, paragraph 19** of the Original Agreement shall be deleted in its entirety and replaced with the following paragraph:

19. Unpaid violations shall be considered delinquent and referred to ACS for collections. Debt collection services to be utilized by ACS include: scofflaw notices, skip tracing, outbound telephone calling to serious scofflaw citizens, legal demand notices, and credit bureau reporting. Collection activities and associated fees shall be mutually agreed upon, in writing, by the parties prior to implementation and shall be in compliance with applicable federal, State and County laws, regulations and procedures. If no response is received to a Notice of Liability within thirty-five (35) days of the mail date of such Notice of Liability, on day thirty-six (36) the County shall impose a twenty-five dollar (\$25.00) late penalty and ACS shall mail a second Notice of Liability including the penalty in the amount due. If no response is received to a second Notice of Liability, debt collection services shall start on day seventy (70). This paragraph 19 and corresponding sections of Article IV shall survive expiration or termination of this Agreement as necessary to pursue and collect outstanding and/or delinquent accounts.
10. Article IV, section 3.2 of the Original Agreement shall be deleted in its entirety and replaced with the following:

3.2 County Revenue

- a. The revenue reserved by the County for paid violations shall be based upon a two tier system as follows:

Number of Paid Violations Per Enforcement System/Per Month Collected by ACS	Amount per Violation Retained by the County
Citations 1-90 amount paid for each citation for the first 90 citations paid per Enforcement System each month	\$13.00
Citations 91+ amount paid for each citation that is paid after 90 citations per Enforcement System per month are paid	\$33.00

- b. The twenty-five dollar (\$25) penalty collected by ACS from violators, who fail to timely respond to a Notice of Liability, as set forth in Article III, paragraph 19 herein, shall be paid in full to the County by ACS.
- c. For each delinquent citation that ACS performs debt collection services as set forth in Article III, paragraph 19 herein, ACS will receive twelve dollars and fifty cents (\$12.50) of the twenty five dollar (\$25.00) penalty that is collected from each violator for each citation that the violator failed to timely respond to the Notice of Liability.
- d. Payment transfer from ACS to the County, and deposit and reporting requirements shall be as set forth in Article III herein.
11. Article IV, section 3.3 of the Original Agreement shall be deleted in its entirety and replaced with the following:

3.3 ACS Revenue

- a. The revenue due to ACS for paid violations shall be based upon a two-tier system as follows

Number of Paid Violations Per Enforcement System/Per Month Collected by ACS	Amount per Violation Due to ACS
Citations 1-90 amount due for each citation for the first 90 citations paid per Enforcement System each month	\$37.00
Citations 91+ amount due for each citation that is paid after 90 citations per Enforcement System per month are paid	\$17.00

- b. The collection by ACS of additional fees associated with delinquent violations shall be in accordance with Article III herein.

12. Article IV, section 3.4 of the Original Agreement shall be deleted in its entirety and replaced with the following:

3.4 Calculation of Amounts Due to the Parties

The amount payable to ACS is determined by taking the total number of paid violations collected in a month and dividing by the number, including fractions, of operating Enforcement Systems in the month to determine the number of paid violations to be allocated to each Enforcement System.

13. The Original Agreement is amended to include **Attachment 1** entitled "**Red Light Camera Installation/Activation Schedule**," which is attached hereto.

14. Agreement Continues Except as Herein Amended

Except as herein amended, all other representations, terms and conditions of the Agreement executed prior to the date hereof are hereby ratified and confirmed to be in full force and effect.

End of Text for Exhibit A-1

Attachment I
Red Light Camera Installation/Activation Schedule

1. In accordance with Article I, section 4.1, the parties agree to the following Red Light Camera Installation/Activation Schedule, which is contingent upon the identification of intersections that meet the minimum twenty-five (25) violations per day threshold and that are approved and selected by the Department:*
- a. 65 cameras by 1/21/11
- b. 70 cameras by 1/28/11
- c. 77 cameras by 2/11/11
- d. 85 cameras by 2/23/11
- e. 92 cameras by 3/4/11
- f. 100 cameras by 3/18/11
- g. Additional cameras as mutually agreed to by the parties

*As of October 23, 2010, 123 cameras at 50 intersections have been approved and selected by the Department.

2. Both parties understand and agree that the installation/activation dates set forth above may be delayed by events beyond ACS' control, including, but not limited to, weather, issuance of government permits, government approval of installations, the failure of third parties to provide goods or services in a timely manner, or the interference of third parties in the performance of the contract. Full documentation including equipment order dates, plan submissions, required form submissions, proof of payment to subcontractors/vendors/utilities and other relevant documents, as required by the County, will be required for any delay that ACS claims is beyond its control.
3. Notwithstanding the foregoing or the provisions of Exhibit 1, Paragraph 9.b., of the Original Agreement, and for the sole purpose of administering the schedule set forth above in paragraph 1. of this Attachment I, if ACS defaults on the above Installation/Activation Schedule, the County may, at its option, provide to ACS a fourteen (14) day period to cure such default.

End of Text for Attachment I