

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

Fourth Amendment

Contract No. SFMTA-2008/9-52

THIS AMENDMENT (Amendment) is made as of July 31, 2017, in San Francisco, California, by and between **Conduent State & Local Solutions, Inc.** (Contractor), formerly known as “Xerox State & Local Solutions, Inc.,” and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- A. City and Contractor have entered into the Agreement (as defined below).
- B. The SFMTA is in the process of transitioning to a new service provider for the Red Light Camera Photo Enforcement Program as a result of a Request for Proposals issued by the SFMTA on April 14, 2015.
- C. Since the selection of a new service provider, the SFMTA desires to seamless transition existing Red Light Camera Photo Enforcement Program services from the existing Contractor to the new service provider.
- D. As a result, the City and the existing Contractor desire to modify the Agreement on the terms and conditions set forth herein to (1) extend the contract term by seventeen months until December 31, 2018; (2) increase the contract amount by \$333,305 to \$9,500,000; (3) amend Appendix A (Scope of Services), Section 1.A to decrease the number of enforced intersections from twenty-six to twenty; and (4) add Appendix B (Calculation of Charges), Exhibit 7 to require the Contractor to perform program administration, provide expert witness court testimony four days per week, and provide all related services set forth in Appendix A including Section 1.L, M, N, O, P, and Q for Citations previously issued by the Contractor during the transition process to a new Red Light Camera Photo Enforcement Program service provider.
- E. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal issued on August 5, 2009, for administering the existing enforcement portion of the Red Light Camera Photo Enforcement Program, and this modification is consistent with the procurement process.
- F. Approval was obtained by the Civil Service Commission for Contract number 48177-14/15 on July 31, 2015.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated May 1, 2011 between Contractor and City, as amended by the:

First Amendment, dated June 14, 2013, and

Second Amendment, dated April 16, 2014, and

Third Amendment, dated March 25, 2016.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 Section 2. Section 2 (Term of Agreement) of the Agreement is replaced in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from May 1, 2011 to December 31, 2018 unless otherwise terminated as provided under this Agreement.

2.2 Section 5. Section 5 (Compensation) of the Agreement is replaced in its entirety to read as follows:

5.1 Payment. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the SFMTA’s designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Nine Million, Five Hundred Thousand Dollars (\$9,500,000). The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

5.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials

and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

5.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

5.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 25, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

5.5 LBE Payment. Contractor must submit all required CMD payment forms to enable CCO to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from SFMTA, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment forms. Failure to submit all required CMD payment forms with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required CMD payment forms are provided. Following SFMTA's payment of an invoice, Contractor has 10 calendar days to submit a CMD Form 9 Payment Affidavit verifying its payments to LBE subcontractors.

5.6 Getting Paid for Goods and/or Services from the City.

5.6.1 All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

5.6.2 The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

2.3 Appendix A. Appendix A, Section 1.A of the Agreement is replaced in its entirety to read as follows:

A. Program Administration

This Agreement is for the administration and maintenance of the City's Red Light Photo Enforcement System and System Equipment at the following 20 enforced intersections (34 approaches).

- (1) 1ST St. & Folsom St. (SB)
- (2) 3RD St. & Harrison St. (NB, WB)
- (3) 4TH & Howard (WB)

- (4) 5TH St. & Howard St. (WB)
- (5) 5TH St. & Harrison St. (WB, SB)
- (6) 5TH St. & Mission St. (WB, NB, SB)
- (7) 6TH St. & Bryant St. (NB, SB, EB)
- (8) 7TH St. & Mission St. (NB, WB)
- (9) 8TH St. & Harrison St. (WB, SB)
- (10) 9TH St. & Howard St. (WB)
- (11) 14TH St. & South Van Ness (NB)
- (12) 15TH St. & Mission St. (NB, SB)
- (13) 19TH Ave. & Sloat Blvd. (NB, SB)
- (14) Ellis & Larkin (NB)
- (15) Fell & Masonic (WB)
- (16) Hayes & Polk (WB, SB)
- (17) Lake & Park Presidio (NB, SB)
- (18) Market & Octavia (EB)
- (19) Oak & Octavia (EB, NB)
- (20) Pine & Polk (WB)

Under SFMTA direction, Contractor shall assume administration and maintenance of the existing Red Light Photo Enforcement System in conformance with Appendix F - System Requirements for Supplied Equipment and Technical Specifications at each of the above intersections immediately upon the first day of the Agreement and diligently perform the tasks outlined in this Agreement until such time as specified by this Agreement, except that the unfinished intersections shall be finished, tested and accepted as provided in Appendix A, Section 2. Existing System – Incomplete Intersections, before those intersections are subject to the administration, support and maintenance obligations. Upon execution of this Agreement, Contractor understands and agrees to immediately assume administration support responsibilities of the existing System so as to ensure a seamless transition with no gaps in existing levels of Red Light Photo Enforcement.

Costs for program administration shall be in accordance with the itemized monthly cost breakdown contained in Appendix B, Exhibit 1 – Program Administration for All Existing Locations.

2.4 Appendix B. Appendix B, Exhibit 7 of the Agreement is added to the Agreement to read as follows:

CALCULATION OF CHARGES

Exhibit 7

Program Administration and Court Support For Intersection Locations Previously Enforced by Contractor

Program Administration and Court Support Costs Per Month (includes program administration, expert witness court testimony four days per week, and all related services set forth in Appendix A including Section 1.L, M, N, O, P, and Q for Citations previously issued by the Contractor)	\$6,850
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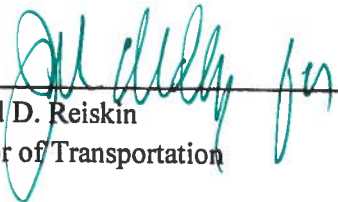

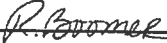
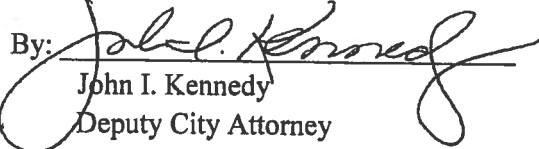
Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on August 1, 2017.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Conduent State & Local Solutions, Inc.
 _____ Edward D. Reiskin Director of Transportation	 _____ Lewis Miller Vice President 12410 Milestone Center Dr. Suite 500 Germantown, MD 20876
Authorized By: Municipal Transportation Agency Board of Directors	City vendor number: #68769
Resolution No: <u>170718-093</u>	
Adopted: <u>July 18, 2017</u>	
Attest:  _____ Roberta Boomer, Secretary	
Approved as to Form: Dennis J. Herrera City Attorney By:  _____ John I. Kennedy Deputy City Attorney	

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