



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 42-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, EXTENDING THE CONTRACT FOR PHOTO RADAR SERVICES WITH AUTOMATIC COMPUTER SYSTEMS (ACS) INC. / XEROX, AND MAKING FINDINGS THAT TRAFFIC SAFETY IS NEGATIVELY IMPACTED BY SPEED AT LOCATIONS ON HWY 99E AND ON JOHNSON CREEK BLVD IN THE CITY OF MILWAUKIE.

WHEREAS, in January of 2008, Milwaukie Police Chief Larry Kanzler reported his photo radar work to the City Council, explaining the City's speed-related traffic problems, explaining legislative authority, and requesting resolution to contract with Automatic Computer Systems, Inc. (Now Xerox), to procure photo radar equipment; and

WHEREAS, at the study session on April 17th, 2014, Chief Steve Bartol updated Council on traffic crash statistics and sought Council's direction to renew the City's photo radar contract with its vendor ACS/Xerox; and

WHEREAS, Chief Bartol informed Council that there continues to be a serious problem with speeding on Hwy 224 and Hwy 99E, and it was on the basis of that information that Council indicated its desire to approve continued use of photo radar;

NOW, THEREFORE, The Milwaukie City Council finds as follows;

1. Since January 1st, 2008, traffic speed has had a negative impact on safety on streets in the City of Milwaukie with a history of injury crashes or an unusually high number of crashes; and
2. During calendar year 2013, 21.5% of all injury accidents and 15.8% of all non-injury accidents in the City of Milwaukie occurred on Hwy 99E; and
3. During calendar year 2013 12.3% of all injury accidents and 5. 8% of all non-injury accidents in the City have occurred on Johnson Creek Blvd; and
4. Since the following have been and continue to be areas where speeding has had a negative impact on traffic safety;
 - a. Southbound in the 9000 block of Hwy 99E
 - b. Southbound in the 11500 block of Hwy 99E
 - c. Southbound Hwy 99E at Milport Rd
 - d. Northbound in the 11100 block of Hwy 99E
 - e. Eastbound in the 5500 block of Hwy 99E

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NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS, IT IS HEREBY RESOLVED:

The Milwaukie Police shall continue the use of photo radar as previously directed to reduce the incidence of speeding and improve traffic safety; and

BE IT FURTHER RESOLVED, The City Manager is hereby authorized to execute a one year extension of the current contract between with ACS/Xerox to provide photo radar services.

Introduced and adopted by the City Council on May 6, 2014.

This resolution is effective on 5/6/14.



David Hedges, Council President

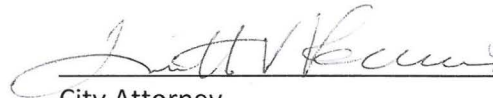
ATTEST:

APPROVED AS TO FORM:

Jordan Ramis PC



Pat DuVal, City Recorder



City Attorney

Document1 (Last revised 09/18/07)

**FIRST AMENDMENT TO AGREEMENT
FOR PHOTO SPEED ENFORCEMENT PROGRAM SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is entered into on May 12, 2014, by and between the City of Milwaukie, a municipal corporation organized under the laws of the Oregon, hereinafter referred to as the "City" and Xerox State & Local Solutions, Inc. (formerly known as ACS State & Local Solutions, Inc.), hereinafter referred to as "Contractor," 12410 Milestone Center Drive, Germantown, MD 20876.

WHEREAS, the City and Contractor entered into an Agreement to provide a Photo Speed Enforcement Program effective May 17, 2011 (the "Agreement") that provided for an initial term of three years with the City reserving the right to renew the Agreement for two (2) additional one (1) year periods; and

WHEREAS, the City desires to exercise its right under the Agreement to renew the Agreement for one (1) of the two (2) additional one year periods.

NOW, THEREFORE, in consideration of the covenants and promises set forth in the Agreement and this First Amendment, the parties hereto agree as follows:

1. Section 3 of the Agreement regarding "TERM" shall be amended to change the expiration date of the contract term from May 17, 2014 to May 17, 2015 and read as follows:

"3. TERM. This Agreement shall be effective from on the Effective Date and shall expire four years thereafter. The City reserves the right to renew this Agreement for one (1) additional one year period. After the expiration or termination of this Agreement, Contractor will continue to receive its fee for paid citations as set forth in Exhibit 2 for violations that occur prior to the expiration or termination of this Agreement."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed by their duly authorized representatives on the Effective Date written above.

XEROX STATE & LOCAL SOLUTIONS, INC.

CITY OF MILWAUKIE




Signature

Silken Shutt

Name

5/13/14

Date



Signature

Pat DuVal, Acting City Manager

Name

5/12/14

Date