

12-0-0365

(Do Not Write Above This Line)

AN ORDINANCE BY  
COUNCILMEMBER C. T. MARTIN

AN ORDINANCE TO WAIVE ARTICLE X, DIVISION 4, SECTION 2-1188 OF THE CITY OF ATLANTA'S PROCUREMENT CODE TO EXTEND THE TERM OF THE CONTRACT FC-7649-04 AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO RENEWAL AGREEMENT NUMBER 3 WITH ACS STATE AND LOCAL SOLUTIONS, INC. ("ACS"), FOR FC-7649-04, ANNUAL CONTRACT FOR THE RED LIGHT CAMERA ENFORCEMENT PROGRAM ("PROGRAM"), ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND THE ATLANTA POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$367,550.00); AND TO AMEND THE CONTRACT TO AUTHORIZE ACS TO MAIL SECOND NOTICES BY CERTIFIED MAIL WITH MAILING COSTS TO BE PAID BY THE CITY; WITH ALL REVENUES GENERATED FROM THE PROGRAM TO BE DEPOSITED INTO EDOA 7701 (TRUST FUND) 130308 (DPW TRANSPORTATION DESIGN) 3511717 (TRAFFIC AND PARKING FINES) 4270000 (TRAFFIC ENGINEERING) OR SUCCESSOR ACCOUNTS AND ALL EXPENSES GENERATED FROM THE PROGRAM SHALL BE CHARGED TO AND PAID FROM 7701 (TRUST FUND) 130308 (DPW TRANSPORTATION DESIGN) 5212001 (CONSULTING/PROFESSIONAL SERVICE) 4270000 (TRAFFIC ENGINEERING) OR SUCCESSOR ACCOUNTS; AND FOR OTHER PURPOSES.

ADOPTED BY

Members  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Refer To  
 \_\_\_\_\_

Members  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Refer To  
 \_\_\_\_\_

MAR 19 2012

CONSENT REFER  
 REGULAR REPORT REFER  
 ADVERTISE & REFER  
 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER  
 PERSONAL PAPPER REFER

Committee  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Chair  
 \_\_\_\_\_  
 Action  
 Fav, Adv, Hold (see rev. side)  
 Other  
 \_\_\_\_\_  
 Members  
 \_\_\_\_\_

Committee  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Chair  
 \_\_\_\_\_  
 Action  
 Fav, Adv, Hold (see rev. side)  
 Other  
 \_\_\_\_\_  
 Members  
 \_\_\_\_\_

Date Referred  
 Referred To: 3/5/12  
Fin/Exec

Date Referred  
 Referred To:

Date Referred:

Referred To:

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

Committee

Finance/Executive  
 Date 3-14-12  
 Chair Strawls  
 Action Refer  
 Fav, Adv, Hold (see rev. side)  
 Other \_\_\_\_\_

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Members

FINAL COUNCIL ACTION  
 2<sup>nd</sup>  
 1<sup>st</sup> & 2<sup>nd</sup>  
 3<sup>rd</sup>  
 Readings  
 Consent  V Vote  RC Vote

CERTIFIED  
 MAR 19 2012  
 ATLANTA CITY COUNCIL PRESIDENT  
 \_\_\_\_\_

CERTIFIED  
 MAR 19 2012  
 \_\_\_\_\_  
 AN OFFICIAL CLERK

MAYOR'S ACTION

APPROVED  
 MAR 19 2012  
 \_\_\_\_\_  
 MAYOR



CITY COUNCIL  
ATLANTA, GEORGIA

12-0 -0365

AN ORDINANCE BY  
COUNCILMEMBER C. T. MARTIN

AN ORDINANCE TO WAIVE ARTICLE X, DIVISION 4, SECTION 2-1188 OF THE CITY OF ATLANTA'S PROCUREMENT CODE TO EXTEND THE TERM OF THE CONTRACT FC-7649-04 AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO RENEWAL AGREEMENT NUMBER 3 WITH ACS STATE AND LOCAL SOLUTIONS, INC. ("ACS"), FOR FC-7649-04, ANNUAL CONTRACT FOR THE RED LIGHT CAMERA ENFORCEMENT PROGRAM ("PROGRAM"), ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND THE ATLANTA POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$367,550.00); AND TO AMEND THE CONTRACT TO AUTHORIZE ACS TO MAIL SECOND NOTICES BY CERTIFIED MAIL WITH MAILING COSTS TO BE PAID BY THE CITY; WITH ALL REVENUES GENERATED FROM THE PROGRAM TO BE DEPOSITED INTO FDOA 7701 (TRUST FUND) 130308 (DPW TRANSPORTATION DESIGN) 3511717 (TRAFFIC AND PARKING FINES) 4270000 (TRAFFIC ENGINEERING) OR SUCCESSOR ACCOUNTS AND ALL EXPENSES GENERATED FROM THE PROGRAM SHALL BE CHARGED TO AND PAID FROM 7701 (TRUST FUND) 130308 (DPW TRANSPORTATION DESIGN) 5212001 (CONSULTING/PROFESSIONAL SERVICE) 4270000 (TRAFFIC ENGINEERING) OR SUCCESSOR ACCOUNTS; AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Atlanta ("City") did solicit Bids for Contract No. FC-7649-04, Annual Contract for the Red Light Camera Enforcement Program on behalf of the Department of Public Works and the Atlanta Police Department; and

**WHEREAS**, the Atlanta City Council adopted Resolution 04-R-2022 on November 15, 2004, and the Mayor approved the same on November 19, 2004, which authorized the Agreement for FC-7649-04, with ACS State and Local Solutions, Inc. ("ACS"); and

**WHEREAS**, the initial term of the Contract was three (3) years, with three (3) one (1) year renewal options to be exercised at the sole discretion of the City commencing effective December 17, 2004 and expiring December 16, 2007; and

**WHEREAS**, the City of Atlanta administratively amended the Agreement, on April 12, 2007 which provided that the contractor is responsible for mailing out second and third violation notices and the City is responsible for the cost thereof (Exhibit A); and

**WHEREAS**, the Chief Procurement Officer authorized a 90-day extension of the Contract giving a new expiration date of March 16, 2008; and

**WHEREAS**, the Department of Public Works and the Atlanta Police Department entered into Renewal Agreement Number 1, commencing effective March 17, 2008 and expiring



March 16, 2009 pursuant to Resolution 08-R-0213 adopted by the City Council on March 3, 2008, and approved by the Mayor on March 11, 2008; and

**WHEREAS**, the Department of Public Works and the Atlanta Police Department entered into Renewal Agreement Number 2, commencing effective March 17, 2009 and expiring March 16, 2010 pursuant to Resolution 09-R-0364 adopted by the City Council on March 2, 2009, and approved by the Mayor on March 9, 2009; and

**WHEREAS**, the City did enter into Amendment Agreement Number 1 revising the initial term of the Contract to two (2) years commencing effective March 17, 2010 and expiring March 16, 2012 and further provided for two (2) one (1) year renewal options to be exercised at the sole discretion of the City pursuant to Ordinance 09-O-1805 adopted by the City Council on October 19, 2009, and approved by the Mayor on October 27, 2009 (Exhibit B); and

**WHEREAS**, the Agreement must be amended to incorporate adjusted fees for mailing second notices by certified mail – return receipt requested, so as to bring the Program into compliance with Georgia state law; and

**WHEREAS**, ACS has performed the contracted services satisfactorily; and

**WHEREAS**, As the Contract is now scheduled to expire on March 16, 2012, Article X, Division 4, Section 2-1188 of the City of Atlanta Code of Ordinances is hereby waived to the extent that such applies to the authorization of this agreement; and

**WHEREAS**, the Commissioner of the Department of Public Works, the Chief of Police and the Chief Procurement Officer recommend Renewal Agreement Number 3 for FC-7649-04, Annual Contract for the Red Light Camera Enforcement Program commencing effective March 17, 2012 and expiring on March 16, 2013;

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:**

**SECTION 1:** That the Mayor is hereby authorized to extend the term of contract FC-7649-04, Annual contract for the Red Light Camera Enforcement Program on behalf of the Department of Public Works and the Atlanta Police Department for an additional two (2) day term.

**SECTION 2:** That the Contract is scheduled to expire on March 16, 2012, Article X, Division 4, Section 2-1188 of the City of Atlanta Code of Ordinances is hereby waived to the extent that such applies to the authorization of this agreement.

**SECTION 3:** That the Mayor, or his designee, is authorized to execute Renewal Agreement Number 3, Contract FC-7649-04, Annual Contract for the Red Light Camera Enforcement Program with ACS State and Local Solutions, Inc. for an additional one (1) year term, commencing effective March 17, 2012 and expiring March 16, 2013.



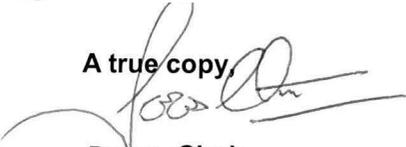
**SECTION 4:** That the costs associated with mailing second notices, via certified mail – return receipt requested, will be paid by the City.

**SECTION 5:** That the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the appropriate Agreement for execution by the Mayor.

**SECTION 6:** That the Agreement will not become binding upon the City, and the City will incur no liability under it until the Agreement has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to ACS State and Local Solutions, Inc.

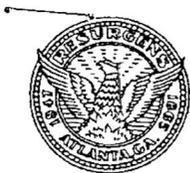
**SECTION 7:** That all revenues generated from the program shall be deposited into FDOA 7701 (Trust Fund) 130308 (DPW Transportation Design) 3511717 (Traffic and Parking Fines) 4270000 (Traffic Engineering) 600098 (Red Light Camera Enforcement) 69999 (Funding Source for Non Capital) or successor accounts and all expenses generated from the program shall be charged to and paid from 7701 (Trust Fund) 130308 (DPW Transportation Design) 5212001 (Consulting/Professional Services) 4270000 (Traffic Engineering) 600098 (Red Light Camera Enforcement) 69999 (Funding Source for Non Capital) or successor accounts; and for other purposes.

A true copy,

  
Deputy Clerk

ADOPTED by the Atlanta City Council  
APPROVED by Mayor Kasim Reed

MAR 19, 2012  
MAR 19, 2012



**FILE COPY**

**CITY OF ATLANTA**

SUITE 1790  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPB  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

Shirley Franklin  
Mayor

**NOTICE TO PROCEED**

April 12, 2007

Mr. Frank Harrison  
ACS State and Local Solutions  
1200 K Street, NW  
Washington, DC 20005

**Re: FC-7649-04, Red Light Camera Enforcement Program—Amendment Agreement No. 1**

Dear Mr. Harrison:

This correspondence shall serve as an Official Notice to Proceed for the above-referenced project. The required services for this project shall be performed in accordance with the attached scope of work and the terms and conditions set forth in the agreement by and between the City of Atlanta (the "City") and ACS State and Local Solutions. There is no cost associated with this Amendment. Any additional work on this project must have prior written approval from the Chief Procurement Officer.

It is understood and agreed that this Notice to Proceed neither shall become binding on the City, nor shall the City incur liability upon same until signed by the Chief Procurement Officer.

It is also understood and agreed that the work on the subject project shall commence and be completed upon mutually agreed dates between the Department of Public Works, Atlanta Police Department and ACS State and Local Solutions.

If you should have any questions regarding this matter, please contact Ms. Staci Wilbon, CPPB, Contracting Officer, Senior, at (404) 330-6556.

Sincerely,

Adam L. Smith

ALS/SMW/nvl

cc: Mr. David E. Scott, P.E.  
Ms. Soraya Belgrave  
Chief Richard Pennington



**AMENDMENT AGREEMENT NO. 1  
FOR  
FC-7649-04, RED LIGHT CAMERA ENFORCEMENT  
PROGRAM**



**ATLANTA, GEORGIA**

**Shirley Franklin  
Mayor  
City of Atlanta**

**David E. Scott, P.E.  
Commissioner  
Department of Public Works**

**Richard Pennington  
Chief of Police  
Atlanta Police Department**

**Adam L. Smith, Esq., CPPB  
Chief Procurement Officer  
Department of Procurement**



STATE OF GEORGIA  
COUNTY OF FULTON

FC-7649-04

CITY OF ATLANTA  
AMENDMENT AGREEMENT NO. 1  
FC-7649-04, RED LIGHT CAMERA ENFORCEMENT PROGRAM

*SMW*  
This Amendment Agreement No. 1 ("Amendment Agreement") is entered into on this 12<sup>th</sup> day, of APRIL 2006 between the City of Atlanta, (hereinafter the "City") and ACS State and Local Solutions (hereinafter the "Contractor").

**WITNESSETH:**

**WHEREAS**, the City entered into an Original Agreement (hereinafter the "Agreement") with the Contractor for FC-7649-04, Red Light Camera Enforcement Program on behalf of the Department of Public Works and the Atlanta Police Department; and

**WHEREAS**, the purpose of the Red Light Camera Enforcement Program is to decrease the number of red light violators; and

**WHEREAS**, the Red Light Camera Enforcement program would improve safety by increasing compliance with traffic regulations; and

**WHEREAS**, the term of the Agreement is for a period of three (3) years, with three (3), one (1) year renewal options at the sole discretion of the City; and

**WHEREAS**, the Agreement will expire on December 16, 2007; and

**WHEREAS**, the Contractor has performed satisfactorily through term of the Agreement; and

**WHEREAS**, the Agreement did not establish whether the City or the Contractor would be responsible for the sending of second and third violation notices, and did not establish whether the City or the Contractor was to bear the cost of such mailings; and

**WHEREAS**, the Department of Public Works and the Atlanta Police Department desire to amend the Agreement to state that the contractor is responsible for mailing out the second and third violation notices and the City is responsible for the cost thereof; and

**WHEREAS**, the cost of the second and third violation notice is ninety-one cents per notice, with said cost to include, but not be limited to all charges for paper, envelopes, labels, labor, equipment, overhead and postage costs; and

**WHEREAS**, the City will not pay any up front costs for the installation of this program.



**WHEREAS**, the Commissioner of the Department of Public Works, the Chief of Police and the Chief Procurement Officer of the Department of Procurement have recommended this Amendment Agreement No. 1 be executed with Contractor; and

**WHEREAS**, this Amendment Agreement No. 1 was authorized by the Chief Procurement Officer of the Department of Procurement pursuant to the City of Atlanta Procurement Code of Ordinances § 2-1292; and

**WHEREAS**, the original conditions of said Agreement FC-7649-04, Red Light Camera Enforcement Program shall not be changed other than included modifications and are specifically incorporated by reference herein.

**NOW, THEREFORE, BE IT RESOLVED**, that the City and Contractor for the considerations set forth herein, agree as follows:

1.

The Contractor shall perform the work under this Amendment Agreement No. 1 in accordance with and subject to all terms, conditions, clauses, and stipulations set forth in the Original Agreement except as amended and attached as Exhibit "A".

2.

The parties agree that this Amendment Agreement No. 1 shall not become binding on the City, and the City shall incur no liability upon the same, until this Amendment Agreement No. 1 has been executed by the Chief Procurement Officer, approved by the City Attorney as to form, sealed by the municipal Clerk and delivered to the contractor.

3.

The costs associated with mailing the second, third notice is hereby incorporated into this Amendment Agreement No. 1, and the City is responsible for paying the costs thereof which has been determined to be ninety-one cents (\$.91) per notice. Said cost includes all charges for paper, envelopes, labels, labor, equipment, overhead, and postage.

4.

All terms, conditions, clauses and stipulations of the Original Agreement shall not be changed and the Contractor shall be bound by all such terms, conditions, clauses and stipulations except as hereby amended. The Contractor shall maintain in effect each of the bonds and insurance as required in the Original Agreement.

5.

The term of the Agreement shall expire at midnight on December 16, 2007.

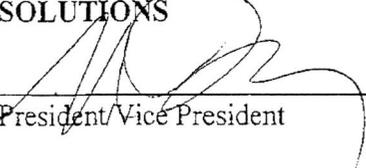


IN WITNESS WHEREOF, the City and Contractor have executed this Amendment Agreement No. 1 by their duly authorized officers, as of the date first above written.

CITY OF ATLANTA:

ACS STATE & LOCAL SOLUTIONS

  
Municipal Clerk **FORIS WEBB III**  
DEPUTY MUNICIPAL CLERK

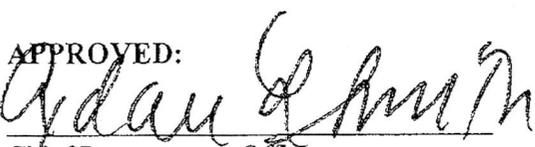
  
President/Vice President

RECOMMENDED:

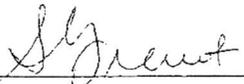
  
SECRETARY ASST. SECRETARY  
(affix corporate seal)

  
Commissioner, Department of Public Works

  
Chief of Police  
Atlanta Police Department

APPROVED:  
  
Chief Procurement Officer

APPROVED AS TO FORM:

  
City Attorney



## EXHIBIT A

Regarding mailing of the second and third notice, our costs are as follows:

a.	Cost of 2nd Notice (imaging conversions)	.045
b.	Envelope to send notice	.030
c.	Return payment envelope	.028
d.	Freight fee for paper stock	.008
e.	Ink Cartilages	.083
f.	Cost of for postage	.40
g.	Cost of equipment rental	.33

Total to send second notice is \$0.91 per notice.



## INSURANCE/BONDING REQUIREMENTS FC-7649-04; Red Light Camera (RFP)

### A. General Preamble

The following general requirements apply to any and all work under this contract. Compliance is required by all Contractors and Sub-contractors of any tier. Insurance/Bonding requirements are based on information received as of date of contract execution. The insurance requirements are considered minimums only and in no way serve to cap or limit the responsibility of the Contractor or Sub contractor for its actions. **The City of Atlanta reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this contract.**

#### 1. Evidence of Insurance Required Before Work Begins

No Contractor or Sub-contractor shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this contract shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. **The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**

#### 2. Minimum Financial Security Requirements

Any and all companies providing insurance required by this contract must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form.

For all Contracts, regardless of size, companies providing Insurance of Bonds under this contract must have a current:

- i) Best's Rating not less than A- and current
- ii) Best's Financial Size Category not less than Class IX.
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore, all bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.



If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the Contractor who shall promptly obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of the Contractor to furnish, deliver and maintain such insurance or bonds as herein provided, this contract, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain any required insurance or bonds shall not relieve the Contractor from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

3. Insurance Required for Duration of Contract

Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the City. The City shall have the right to inquire into the adequacy of the insurance coverages set forth in this contract and to negotiate such adjustments as reasonable appear necessary.

4. Mandatory 30-Day Notice of Cancellation or Material Change

The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory 30 days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract.

5. City of Atlanta as Additional Insured

The City of Atlanta shall be covered as Additional Insured under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the Acord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation, Professional Liability Insurance or Payment and Performance Bonds.

6. Mandatory Sub-contractor Compliance

Contractor shall incorporate a copy of these Insurance, Bond and Hold Harmless requirements in each and every contract with each and every Sub-contractor of any tier, and shall require each and every Sub-contractor of any tier to comply with all such



requirements. Contractor agrees that if for any reason Sub-contractor is unable or fails to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by the General Contractor at its own expense. To the extent that the GC guarantees the project is bonded in its entirety by its Surety, the GC may waive the Payment and Performance Bond requirement for its sub-contractors.

7. Authorization and Licensing of Agent

Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

B. Workers' Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

**Workers' Compensation . . . . . Statutory**

**Employer's Liability**

**Bodily Injury by Accident/Disease \$100,000 each accident**  
**Bodily Injury by Accident/Disease \$100,000 each employee**  
**Bodily Injury by Accident/Disease \$500,000 policy limit**

C. General Liability Insurance

The contractor shall procure and maintain General Liability Insurance in an amount not less than \$1,000,000 per occurrence subject to a \$2,000,000 aggregate. Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

1. Comprehensive Form
2. Contractual Insurance - (Blanket or specific applicable to this contract)
3. Personal Injury



4. Broad Form Property Damage
5. Premises – Operations
6. Products- Completed Operations

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

**In the event the Contractor does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the contractor's personal automobile policy or the Comprehensive General Liability coverage (c) required under this contract.**

E. Professional Liability Insurance

The Contractor shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of \$500,000 per claim and annual aggregate. The policy will fully address the Contractor's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

F. Performance and Payment Bond

The Contractor shall furnish a Payment Bond and Performance Bond to the City in an amount equal to 100 percent of the total contract.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

G. Hold Harmless Agreement

In addition to its agreement to obtain and maintain the insurance as set forth herein above, Contractor agrees to indemnify and hold harmless the City of Atlanta, its officers, agents and employees from any and all claims against the City of Atlanta, its officers, agents or employees which arise out of any negligent act or omission of Contractor or any sub-contractor employed by the Contractor or any of their officers,



agents or employees, and any and all claims which result from any condition created or maintained by the Contractor or any sub-contractor employed by the Contractor or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. Contractor further agrees that its agreement to indemnify and hold harmless the City of Atlanta, its officers, agents and employees shall not be limited to the limits of the liability insurance under this Agreement and the attached specifications.



AN ORDINANCE BY  
COUNCILMEMBER

*Alicia A. Adams*

AN ORDINANCE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND THE ATLANTA POLICE DEPARTMENT, FOR THE PURPOSE OF WAIVING THE COMPETITIVE PROCUREMENT PROVISIONS CONTAINED IN ARTICLE X, PROCUREMENT AND REAL ESTATE CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES, AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXTEND THE ORIGINAL AGREEMENT IDENTIFIED AS FC-7649-04, ANNUAL CONTRACT FOR THE RED LIGHT CAMERA ENFORCEMENT PROGRAM ("PROGRAM") WITH ACS STATE AND LOCAL SOLUTIONS, INC. FOR A NEW TWO YEAR BASE PERIOD TO BEGIN ON MARCH 16, 2010, AND TO FURTHER PROVIDE FOR A MAXIMUM OF TWO ONE YEAR RENEWALS AT THE SOLE DISCRETION OF THE CITY; WITH ALL REVENUE COLLECTED FROM THE PROGRAM TO BE DEPOSITED INTO FUND, ACCOUNT, AND CENTER NUMBER: 7701 (TRUST FUND) 130308 (DPW TRANSPORTATION DESIGN) 3511717 (TRAFFIC AND PARKING FINES) OR SUCCESSOR ACCOUNTS AND ALL EXPENSES GENERATED FROM THE PROGRAM TO BE PAID FROM FUND, ACCOUNT, AND CENTER NUMBER: 7701 (TRUST FUND) 130308 (DPW TRANSPORTATION DESIGN) 5239004 (SERVICE GRANTS) OR SUCCESSOR ACCOUNTS; AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Atlanta ("City") did enter into an Agreement with ACS State and Local Solutions, Inc. ("ACS") for FC-7649-04, Annual Contract for the Red Light Camera Enforcement Program ("Agreement"), on behalf of the Department of Public Works and the Atlanta Police Department; and

**WHEREAS**, said Agreement had a base term of Three (3) years effective December 17, 2004 to December 16, 2007, with Three (3) One (1) year renewals, pursuant to resolution 04-R-2022; and

**WHEREAS**, the aforesaid agreement was extended by Ninety (90) days making the new expiration date March 16, 2008; and

**WHEREAS**, Renewal Agreement No. 1 was executed effective March 17, 2008 to March 16, 2009 pursuant to Resolution 08-R-0213; and

**WHEREAS**, Renewal Agreement No. 2 was executed effective March 17, 2009 to March 16, 2010 pursuant to Resolution 09-R-0364; and

**WHEREAS**, the original Agreement provided in Exhibit B (Scope of Services) that the initial three (3) year base period would not commence until "all system equipment and installations are in place, tested, calibrated and operational . . ."; and

**WHEREAS**, the original Agreement further provided in Exhibit B (Scope of Services) that "[t]he initial installation will be for twenty (20) currently identified intersections . . ."; and

**WHEREAS**, as of February, 2009, only eight (8) of the twenty (20) red light camera installations have been completed under the original Agreement; and



**WHEREAS**, the failure to install the required twenty (20) red light camera installations resulted, in part, from the failure of the Georgia Department of Transportation to permit and authorize additional red light camera locations in a timely manner; and

**WHEREAS**, ACS is not at fault for the failure to install and operate additional red light camera locations beyond the eight (8) red light camera locations that are currently in place; and

**WHEREAS**, neither the City nor ACS recognized prior to the execution of the Agreement that the language establishing the commencement date of the Agreement was legally uncertain and indefinite in light of subsequent events; and

**WHEREAS**, in this circumstance, the City and ACS are willing to amend the original Agreement so as to establish a new two (2) year base period of the Agreement to begin as of March 17, 2010, so as to provide ACS with the opportunity to install additional red light camera locations; and

**WHEREAS**, the City and ACS are willing to further amend the Agreement so as to provide for two (2) one (1) year renewals of the Agreement, at the City's sole discretion; and

**WHEREAS**, the establishment of the new two (2) year base period that will commence on March 17, 2010 and terminate on March 16, 2012, will be subject only to two (2) one (1) year renewals at the City's sole discretion; and

**WHEREAS**, ACS has performed the contracted services satisfactorily; and

**WHEREAS**, the Commissioner of the Department of Public Works, the Chief of Police, and the Chief Procurement Officer have recommended that Amendment Agreement No.1, FC-7649-04, Annual Contract for the Red Light Camera Enforcement Program, with ACS State and Local Solutions, Inc. be entered into; and

**WHEREAS**, no further extensions or renewals of Contract FC-7649-04 will occur beyond the two (2) year extension and two (2) one (1) year renewals described herein; and

**WHEREAS**, because of the extension of the Agreement described herein under the circumstances described herein requires the waiving of Article X of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:**

**SECTION 1:** That Article X of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances is hereby waived to permit the City to enter into this extension of the Annual Contract for the Red Light Camera Enforcement Program described herein.

**SECTION 2:** That the Mayor, on behalf of Department of Public Works and the Atlanta Police Department, be and is hereby authorized to execute Amendment Agreement No. 1,



FC-7649-04, Annual Contract for the Red Light Camera Enforcement Program ("Program"), with ACS State and Local Solutions, Inc.

**SECTION 3:** That the terms of Amendment Agreement No. 1 shall provide that the contracting period for this Agreement shall commence at the termination of Renewal Agreement No. 2, and will be for a two (2) year base period beginning on March 17, 2010, and ending on March 16, 2012.

**SECTION 4:** That the terms of Amendment Agreement No. 1 shall provide that the Agreement shall thereafter provide for two (2) one (1) year renewals at the sole discretion of the City.

**SECTION 5:** That the establishment of the new two (2) year base period that will commence on March 17, 2010 and terminate on March 16, 2012, will be subject only to two (2) one (1) year renewals at the City's sole discretion and further, will have the effect of formally cancelling the remaining one (1) one (1) year renewal that was heretofore provided for in the original Agreement; and

**SECTION 6:** That the Chief Procurement Officer be and is hereby directed to prepare an appropriate Amendment Agreement No. 1, to be approved by the City Attorney as to form, for execution by the Mayor.

**SECTION 7:** That Amendment Agreement No. 1 shall not become binding upon the City and the City shall incur no obligation or liability thereunder until the said agreement has been signed by the Mayor, attested to by the municipal clerk, and delivered to ACS State and Local Solutions, Inc.

**SECTION 8:** That no further extensions or renewals of Contract FC-7649-04 will occur beyond the two (2) year extension and two (2) one (1) year renewals described herein.

**SECTION 9:** That all revenue collected from the program shall be deposited into fund, account, and center number: 7701 (Trust Fund) 130308 (DPW Transportation Design) 3511717 (Traffic and Parking) or successor accounts and all expenses generated from the program shall be paid from fund, account, and center number: 7701 (Trust Fund) 130308 (DPW Transportation Design) 5239004 (Service Grants) or successor accounts; and for other purposes.

A true copy,

*Phanda Laughlin Johnson*  
Municipal Clerk

ADOPTED by the Atlanta City Council  
APPROVED by Mayor Shirley Franklin

OCT 19, 2009  
OCT 27, 2009

RCS# 1815  
3/19/12  
3:34 PM

Atlanta City Council

CONSENT I

3/19/2012 ATLANTA CITY COUNCIL AGENDA  
ALL EXCEPT 12-O-0358/0359/0361/0360  
ADOPT

YEAS: 11  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 4  
EXCUSED: 0  
ABSENT 1

Y Smith	Y Archibong	Y Moore	NV Bond
NV Hall	Y Wan	B Martin	NV Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

<b>ITEMS ADOPTED ON CONSENT</b>	<b>ITEMS ADOPTED ON CONSENT</b>	<b>03-19-12 ITEMS ADVERSED ON CONSENT</b>
1. 12-O-0218 2. 12-O-0219 3. 12-O-0236 4. 12-O-0353 5. 12-O-0240 6. 12-O-0241 7. 12-O-0242 8. 12-O-0243 9. 12-O-0365 10. 12-O-0190 11. 12-O-0232 12. 12-O-0151 13. 12-O-0150 14. 12-O-0152 15. 12-O-0194 16. 12-R-0299 17. 12-R-0300 19. 12-R-0301 20. 12-R-0302 21. 12-R-0303 22. 12-R-0304 23. 12-R-0305 24. 12-R-0308 25. 12-R-0309 26. 12-R-0310 27. 12-R-0312 28. 12-R-0313 29. 12-R-0314 30. 12-R-0315 31. 12-R-0366 32. 12-R-0293 33. 12-R-0294 34. 12-R-0295 35. 12-R-0297 36. 12-R-0290 37. 12-R-0367 38. 12-R-0348 39. 12-R-0364 40. 12-R-0343	41. 12-R-0344 42. 12-R-0317 43. 21-R-0318 44. 12-R-0319 45. 12-R-0320 46. 12-R-0321 47. 12-R-0322 48. 12-R-0323 49. 12-R-0324 50. 12-R-0325 51. 12-R-0326 52. 12-R-0327 53. 12-R-0328 54. 12-R-0329 55. 12-R-0330 56. 12-R-0331 57. 12-R-0332	58. 12-R-0333 59. 12-R-0334 60. 12-R-0335 61. 12-R-0336 62. 12-R-0337 63. 12-R-0338 64. 12-R-0339 65. 12-R-0340 66. 12-R-0341 67. 21-R-0342