



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 51-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, authorizing the City Manager to sign a two year contract (with the option of two, 2 year extensions) with Redflex Traffic Systems.

WHEREAS, the Police Department and the City Council continues its' commitment to sensible traffic safety program to encourage safe travels through our City;

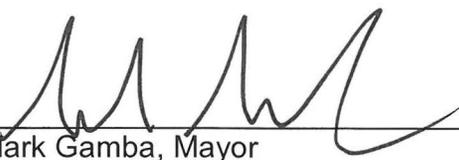
WHEREAS, a Photo Radar Program aligns with the City Council's continuing goal of safe streets for commuters, bike riders and pedestrians;

WHEREAS, City staff has followed the Request For Proposal guidelines and utilized a competitive bid process recommending that the City award the bid to Redflex Traffic Systems.

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie, authorizes the City Manager to sign a two year contract (with the option of two, 2 year extensions) with Redflex Traffic Systems.

Introduced and adopted by the City Council on 5/3/16.

This resolution is effective on 5/3/16.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder



City Attorney



**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR PHOTO RADAR PROGRAM SERVICES**

THIS AGREEMENT made and entered into this 15th day of April, 2016 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and Redflex Traffic Systems, Inc., hereinafter called Contractor.

RECITALS

WHEREAS City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

WHEREAS City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective on May 18, 2016, and shall expire, unless otherwise terminated or extended, by June 30, 2018. The City shall also retain the rights to two (2) two-year extensions to the Contract. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor not to exceed amount expressed in Exhibit A for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund

incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City,

shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverage:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Professional Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

G. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance for Commercial General Liability and Commercial Automobile Liability shall read "Insurance certificate pertaining to contract for Photo Radar Program Services. The City of Milwaukie, its officers, directors and employees" shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

I. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

J. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie
Attn: Finance
10722 SE Main Street
Milwaukie, Oregon 97222

Business Phone: 503-786-7555
Business Fax: 503-786-7528
Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City	Contractor
City of Milwaukie	Company: Redflex Traffic Systems, Inc.
Attn: Kelli Tucker, Accounts Payable	Attn: Finance Department
10722 SE Main Street	Address: 5651 W Talavi Blvd, Suite 200
Milwaukie, Oregon 97222	Glendale, AZ 85306
Phone: 503-786-7523	Phone: (623) 207-2303
Fax: 503-786-7523	Fax: (623) 207-2054
Email Address: ap@milwaukieoregon.gov	Email Address: Finance – Accounts Receivable@redflex.com

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
 - 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 - 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. **NON-WAIVER**

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. **NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. **ERRORS**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. **EXTRA (CHANGES) WORK**

Only the Steve Bartol, Police Chief, or Carla Bantz, Court Operations Supervisor, may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. **WARRANTIES**

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

20. **ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. **GOVERNING LAW**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. **COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement.

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. AUDIT

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

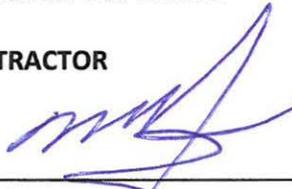
IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

CITY OF MILWAUKIE

CONTRACTOR



Signature



Signature

William A. Monahan, City Manager
Printed Name & Title

MICHAEL FINN CEO
Printed Name & Title

5/6/2016
Date

5/4/16
Date

EXHIBIT A
SCOPE OF WORK (SERVICES TO BE PROVIDED)

1. TECHNICAL SERVICES AND SCHEDULE

A. EQUIPMENT - REDFLEXspeed®

- i. Contractor shall provide the REDFLEXspeed® system ("Equipment"), including a detection unit, enclosure, digital camera, and flash for use in a van owned by the City. Equipment shall be installed in van and ready for use no later than 60 days from effective date of contract, unless a later date is agreed to by both parties.
- ii. City shall not guarantee nor be under any minimum required usage of the Equipment.
- iii. Contractor shall provide field service technicians, spare parts and equipment to repair any malfunctions with the equipment within 48 hours, excluding weekends and holidays. Substitute or replacement parts and/or Equipment shall be provided by the Contractor when repair times or parts supply exceeds this time limit.
- iv. Contractor shall supply Equipment that, to the best knowledge of the Contractor, is new, not obsolete or nearly obsolete (i.e. expected to become obsolete through the introduction of a new product line within the next six months following Contract execution), used, or remanufactured. Contractor shall provide model numbers for camera systems that it provides.
- v. Contractor shall offer City the opportunity to upgrade the Equipment should new equipment or a technological upgrade become available during the contract term. Installation of any new technology may be at an additional cost and the exact cost will be based on the scope of the technology upgrade and negotiations at the time of the upgrade.
- vi. City shall only be obligated to use Equipment or production models that have been satisfactorily demonstrated to the City, or that have demonstrated a record of successful deployment by other law enforcement agencies.
- vii. Any additional photo radar system implemented shall be of new manufacture and best quality and installed in accordance with approved recommendations of the manufacturer thereof, and shall conform to the Equipment specifications listed below (Section B).
- viii. Equipment shall meet all applicable Federal standards and specifications and be of a type approved for licensing and use in the City of Milwaukee.
- ix. Equipment shall be capable of executing its functions so that it performs according to, and fulfills the requirements of, the City.
- x. Title to all photo radar cameras, Equipment, and other materials provided to the City by Contractor will remain property of Contractor. Upon expiration or termination of this contract, all photo radar cameras, Equipment, and other material provided to the City by Contractor will be returned to Contractor.

B. SPECIFIC EQUIPMENT REQUIREMENTS

Contractor shall provide the following in regard to the Equipment:

- i. Equipment shall be able to consistently identify a vehicle and driver traveling through a radar beam and take a photograph of the vehicle traveling in excess of a predetermined speed threshold.
- ii. Equipment shall be capable of detecting the speed of targeted vehicle when operated from a stationary vehicle and subsequently displaying that information digitally.
- iii. A mobile reader board shall be provided that displays the speed of passing vehicles while the Equipment is in use. Reader board shall display the speed in digits that are a minimum of 9-1/2 inches in height and capable of being seen. Display on the City van must be readable from a distance of 150 feet.
- iv. Equipment shall be capable of recording the speed of a vehicle with an accuracy of plus or minus one (1) mile per hour and shall display that information in a mile per hour format.
- v. Equipment shall measure speed of traffic that is approaching or going away from it and gather data for statistical analysis.
- vi. Equipment shall be capable of deployment at a wide range of sites, locations and operating conditions, including but not limited to, heavy traffic volumes, multiple lanes of traffic, adverse weather and temperature conditions, and different road surface configurations.
- vii. Equipment must be able to operate while vehicles are moving at speeds of 15-140 miles per hour.
- viii. The camera shall be able to photograph up to three actual lanes of traffic concurrently and be able to produce high-resolution images of those vehicles. Photographs shall show the driver of the vehicle if a violation occurs and the photograph shall show at least one license plate.
- ix. Cameras shall be able to operate at night and come equipped with flash attachments. Photographs taken at night shall produce high-resolution images and identify the driver (if a photograph of the front of the vehicle is taken) and shall show at least one license plate.
- x. Equipment shall be capable of operating in an automated mode, with easy set-up, little maintenance and minimal human intervention required after set-up.
- xi. Equipment shall be capable of performing electronic internal calibration tests for speed measurement, accuracy, and functionality. Internal tests shall produce a visual and/or auditory signal that permits an operator to determine if the Equipment is functioning properly. If the internal calibration test shows that the Equipment is failing or the calibration has been lost, the Equipment shall display a failure code that is visible to the operator and shutdown.
- xii. The Equipment shall have sufficient shielding and suppression of radio frequency ("RF") current in the 800 Megahertz ("MHz") to 900 MHz band to prevent interference from a typical 30 watt Police radio transmitter operating in the same vehicle as the photo radar unit.
- xiii. Contractor shall provide a streamlined log-in procedure as well as an audible tone when a violation is captured.

C. DOCUMENTS AND MANUALS

Contractor shall provide the City with five (5) copies of all relevant Equipment specifications, manuals and materials relating to the capabilities and operation of all Equipment. Within 90 days from the contract effective date, Contractor shall obtain from the manufacturer of the Equipment any rights required for the City to make and provide copies of non-proprietary manuals and materials in response to any discovery requests required as a result of the use of the radar equipment. Training manuals for

the Equipment will be provided to the City for viewing by citizens at the City's Police department. City agrees to treat such training manuals with the same care of confidentiality as it does its own confidential material.

D. WARRANTY AND MAINTENANCE

Contractor shall maintain Contractor-furnished photo radar enforcement system and its associated Equipment in good working order for the duration of the Contract.

- i. Excluding weekends and City holidays, any malfunctioning camera or other Contractor-furnished Equipment shall be returned to good working order within forty-eight (48) hours of notification that the Equipment is not in proper working order. If it cannot be made operational, the camera or other equipment will be replaced at no charge to the City.
- ii. Reports of Equipment malfunctions will be communicated by the City to the Contractor (Project Manager, field service technician, or the lead traffic service agent). Contractor shall acknowledge receipt of such calls as soon as possible.
- iii. An electronic log of all camera component problems reported and all repair activity will be maintained by the Contractor for each incident reported. A copy of repair log will be provided either electronically or paper copy to the City within ten (10) days following the City's request.
- iv. In order to assure all system components are working as intended, Contractor shall provide maintenance on the photo radar and related Equipment, such as but not limited to, the camera, video, radar, and computer, during the term of this contract.
- v. Contractor shall provide a preventive maintenance program in order to achieve reasonable reliability and availability of the Equipment. Maintenance shall occur at regularly scheduled intervals and at times when the Equipment is not being used. Maintenance shall include the running of diagnostics to ensure the early identification of any component failure.
- vi. Contractor shall work with the City to provide a mechanism and procedure for backing up all data files.
- vii. Contractor shall provide security precautions against unauthorized use and accidental destruction or modification of data as a result of human intervention or other disasters such as power failure.

E. BILLING

Contractor shall coordinate with City's Finance department to set up billing and accounting procedures acceptable to the City. The City agrees to provide Contractor payment within 30 days of invoice date.

F. DELIVERY

Contractor shall deliver all equipment to the Milwaukie Police Department, 3200 SE Harrison St, Milwaukie, OR 97222.

G. PHOTOGRAPH REQUIREMENTS

- i. Image Technology: Contractor shall use most current technology and most up-to-date digital camera apparatus in accordance with section 1(A)(6) above.
- ii. The photographic primary camera control unit shall produce a clear photograph that contains the following data: **(a)** Display of front license plate of vehicle; **(b)** Display of driver's face; **(c)** Scene of

location where alleged violation occurred; **(d)** Motor vehicle during the alleged violation; **(e)** Day, month and year of the alleged violation; **(f)** Time of alleged violation displayed in hours, minutes and seconds; **(g)** Speed of vehicle displayed in miles per hour; **(h)** Officer's identification code; and **(i)** Location code information.

- iii. The photographic secondary camera control unit shall automatically take a photograph without manual intervention from the police officer in attendance and shall contain at least the following data: **(a)** Display of rear license plate of vehicle; **(b)** Scene of location where alleged violation occurred; **(c)** Motor vehicle during time of alleged violation; **(d)** Day, month and year of alleged violation; **(e)** Time of alleged violation displayed in hours, minutes and seconds; **(f)** Speed of vehicle photographed displayed in miles per hour; **(g)** Officer's identification code; and **(h)** Location code information.

H. IMAGE AND CITATION PROCESSING SERVICES

Contractor shall provide all staffing required for the development and presentation of the photographic images and supplies.

- i. Contractor shall provide the City with digital images of alleged violators, and photographs for court packets and citizens requesting to view their alleged violations. These photographs shall be provided to the City in hard copy and digital format.
- ii. Contractor will be responsible for processing all images.
- iii. Contractor shall provide one Field Service Technician (FST) responsible for retrieval of photo radar images based upon a schedule established by the City. The FST will respond to any report of a photo radar camera problem. All repair activity will be tracked by the FST on an electronic maintenance log.
- iv. Contractor shall collect memory cards, Photo Radar Officer Visual Observation Log and Photo Radar Equipment Set-up Checklists (as applicable) for the Contractor's system. Contractor shall establish a chain of custody, consistent with Oregon Law, for the alleged violation date and submit images for processing.
- v. Contractor shall convert images into a digital format, compare to Photo Radar Officer Visual Observation Log (as applicable), determine and enter license plate information, view driver and ensure view of driver is identifiable and is not obstructed or out of focus.
- vi. Contractor shall maintain access to current motor vehicle database that is maintained by the Oregon State Department of Motor Vehicles (DMV). In addition, Contractor shall have access to current motor vehicle databases in the states of Washington, California and Idaho. Access to these databases shall be maintained for the duration of the contract.
- vii. Contractor shall use the DMV database to verify information collected during the viewing process, re-check license plate information, registered owner information, determine whether the gender of the driver matches the gender of the registered owner of the vehicle (if the owner is an individual), compare vehicle type and owner type, and prepare images for storage.
- viii. After the verification process, Contractor shall print citations and transmit them to the police for approval and signature. Upon return of the approved signed citations, Contractor shall include printed corresponding cover letter with violation photo and appropriate printed affidavit of non-

liability or certificate of innocence forms, and deposit into mail within guidelines established by Oregon law.

- ix. If Contractor's operation center closes for more than five (5) business days, for any reason, Contractor shall provide a business plan that will identify the same access and services as the present local operation center that is acceptable to the City. The relocated operation center shall have adequate staff to operate, manage, maintain and keep the same service level as required in this contract.
- x. Contractor shall pick-up and deliver data on a daily basis (to and from the respective police department and court).
- xi. Contractor shall prepare warning letters, citations and/or notice letters for all persons who appear to have violated the speed limit.
- xii. Contractor shall obtain the police officer's signature for each citation and shall mail letters and citations to the identified vehicle owners within six business days following the alleged violation.
- xiii. Where investigation or legal necessity requires that an officer re-issue a citation that has already been authorized, Contractor shall provide a re-issued citation that bears the re-issue date, as well as the date of the original citation.

I. RECORDS AND ARCHIVING

Contractor shall maintain and provide supporting records of violations to the City and shall maintain all photographs in a manner that preserves their chain of custody to ensure their admissibility in court.

- i. Contractor shall maintain a list of all voided and destroyed images.
- ii. City shall direct Contractor to store all images for which citations have been issued for a period of two years from the date of the citation or 30 days after disposition of the case, whichever is later. Contractor shall keep all images for which citations are not issued for at least 30 days. When citations are dismissed by a person with official authority, or when citations are not issued, the City shall direct the Contractor to destroy all images after 30 days. City shall direct Contractor to delete all images for which citations have been issued for a period of two years from the date of the citation or 30 days after disposition of the case.
- iii. City shall require online storage of images for the time periods referenced in subsection above and shall provide an authenticated listing of all archived records.
- iv. Retrieval of archived information shall be available by Contractor within five (5) business days of City's request.

J. STATISTICAL ANALYSIS AND REPORTS

- i. Contractor shall provide reports that show and analyze time, date, speed, number of vehicles, and other data required for automated citation generation and traffic analysis. The reports shall be submitted to the City within 30 days of the end of each calendar month and shall include such information as is mutually agreed to by both parties in this contract, including the following mandatory items: **(a)** Client Monthly Summary Report; **(b)** Issuance Analysis Report; **(c)** Officer Summary Report; **(d)** Officer Activity Report; **(e)** Deployment Summary Report; **(f)** Location Activity Report; and **(g)** Current list of all valid location codes with information, including the court location, speed zone, applicable ORS statute and description of the geographic location.

- ii. Contractor shall provide any additional reports at City's request. Such reports shall be mutually agreed upon by both parties as they may be subject to additional fees charged by Contractor.
- iii. Contractor shall provide City with a monthly Activity Report within fifteen (15) days following the end of each month. The monthly report shall, at a minimum, include the following information: **(a)** Total number of citations issued; **(b)** Total number of photographs taken and percentage of total vehicles whose photograph was taken that a violation notice was sent; **(c)** Total number and percentage of violations, delineated by speed and location, with time deployed at locations; and **(d)** Hours of use at any one site.

K. TRAINING REQUIREMENTS

Contractor shall provide a minimum of four (4) 2-day photo radar operator training classes per year, at no cost to the City. Classes shall be for City personnel who will operate the Equipment, and shall include both classroom and hands-on training. The maximum class size shall be 12 persons. Such training will occur in City-provided facilities, unless otherwise agreed upon by the parties. Contractor shall provide the following additional training:

- i. Contractor shall provide technical instruction on Equipment use and operation. Course content shall include the theory of the device, technical knowledge required for court purposes, radar and photography principles, and actual deployment techniques. Contractor shall supply all technical training materials and handouts in sufficient quantities to cover the training.
- ii. Contractor shall provide up to two (2) additional training sessions and materials to the Milwaukee Municipal Court Judge and court staff, if requested by the City.

L. COURT ASSISTANCE

Contractor shall provide, as reasonably necessary, a person who is qualified as an expert witness under current court requirements to testify in court in regard to photo radar technology along with any documentation that may be required. Services may include, but are not be limited to:

- i. Contractor shall provide to the court a PDF of issued citations, along with an electronic text file that shall download compatibly to the City's court management system, Tyler Technologies' Incode. The citation and electronic file shall contain the officer name, DPSST number, citation number, name of the alleged violator, alleged violation, fine amount, any enhanced penalty indication, court hearing date and time, court location, courtroom number, and any other necessary information that the court may require and that has been discussed and mutually agreed upon.
- ii. Within five (5) business days of notification from the Court of scheduled cases (but before court date), Contractor shall prepare and provide documentation to the officer who will testify about the alleged violation. Such documentation shall include information about operation of the camera, checklist regarding camera operation and repair, two photographs, maintenance logs (if necessary or requested), contact log showing any contacts with the alleged violator, and any other information that may be required. Exceptions shall be considered those cases added by the court system outside of normal channels.
- iii. Contractor shall provide City with a minimum of three photographs for each citation issued (one front and two rear photographs) when requested. The photograph shall be a minimum 3 by 5

- inches, unless a larger photograph is necessary to view the driver/violation or to prosecute the case.
- iv. Contractor shall work with City to develop acceptable warning, explanatory, and other letters or correspondence for the court case.
 - v. Contractor shall handle all returned mail and work with City staff to develop a report and procedure for handling returned mail.
 - vi. Contractor shall work with City personnel to develop and update the forms library as it relates to legal forms and court documentation, which includes: **(a)** Develop an acceptable citation form; **(b)** Implement and utilize electronic signatures and court filing of citations; **(c)** Receive and process certificate of innocence and non-liability forms (a listing of citations to be dismissed shall be provided to the City's Police department as they are processed); **(d)** City shall audit, review and check certificate of innocence forms with photographic images taken of alleged violators to determine whether owners are accurately responding to the citations; **(e)** Contractor shall provide secure, online access for the public to view images on which citations were based.
 - vii. Contractor and City acknowledge that ORS 153.076, and ORS 135.805 - 135.873, along with state and federal law of due process, impose a duty on the City to allow a defendant to inspect discovery favorable to him or her in connection with violation proceedings. City and Contractor understand that pursuant to these laws, judges throughout Oregon have granted defense discovery requests for materials on, among other things, photo radar training, maintenance, and system testing, as well as system operating instructions and time and dates of deployment. Contractor understands the City has discovery obligations and agrees to confer with City during pretrial discovery and provide documents to the City that respond to discovery requests. Contractor shall provide documents in a format that satisfies defense requests for production.
 - viii. City understands that Contractor has a business interest in protecting its proprietary business information and, thus, the City will not object to Contractor's requests to protect this information during the discovery process. City further acknowledges that Contractor expressly states that its proprietary information that is part of a public record, if any, is submitted to the City in confidence and that the City will agree to Contractor's requests to claim an exemption from public records disclosure on this issue.

M. COMMUNICATIONS/PUBLIC EDUCATION

- i. Contractor shall be available to act as a resource during certain events planned as part of the photo radar communications and public education strategy. This includes but is not limited to, Equipment demonstration, as part of community presentations, if it is determined to be in the interest of the City and Contractor.
- ii. Contractor shall provide City with public information materials. These materials may include brochures and other printed information describing what photo radar is, how photo radar works, and what benefits the use of photo radar provides.

N. TELEPHONE HOT LINE

Contractor shall provide a telephone hotline that will permit callers to obtain basic information during the normal work week.

- i. Contractor shall staff telephone hotline from 6:00 AM to 5:00 PM PST, Monday through Friday, each week (excluding holidays). During other times, Contractor's hotline will permit callers to obtain information and to leave a voice message. Letters that accompany citations issued will have the toll-free number written on them.
- ii. City shall provide Contractor with answers to questions that are frequently asked by the public when it calls the hotline. Contractor shall provide those answers to the public in response to their questions.

2. WORK PERFORMED BY THE CITY

Police Department shall make available sufficient hours of personnel as required to meet with the Contractor and provide such information as required. Contractor shall assign a project manager who will oversee the work and provide support as needed. City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

3. DELIVERY

All goods, materials, and services shall be delivered FOB to the City Police department at 3200 SE Harrison St, Milwaukie, OR 97222, or as designated by the work conducted within this Contract. All prices offered shall be inclusive of all shipping and delivery costs. Contractor must be prepared to furnish the items as agreed upon by the parties after receipt of an order.

With assembly, installation, calibration and other services required under this Contract, offered prices shall include all costs associated with delivery, assembly, setup, and proper disposal of packaging material. The offer price shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to Contractor, upon request. Delivery of the item(s) shall not be completed until all discrepancies have been corrected. Items not meeting Contract specifications shall be returned at Contractor's expense. Contractor shall replace rejected items as agreed upon by the parties after receipt of re-order request. Acceptance occurs when the City authorizes payment of the invoice.

4. PRICES AND PRICE CHANGES

Initial contract prices shall be as follows:

SERVICES	RATE
Per Paid Citation	\$24.75 per paid citation
Monthly Lease Amount for Equipment	\$2,000 per system, per month
Interfacing to Court Management System	Included
Installation of Equipment	Included
Other Applicable Services	Included

Unit prices shall remain firm through the initial period of the contract. At the end of initial period, following the date of acceptance, price changes may be allowed. Contractor agrees to provide pricing for all products for which Contractor is an authorized distributor for the duration of this Contract. Following the end of initial period, City and Contractor acknowledge that prices for goods and services furnished by Contractor under this Contract may be adjusted during the term of the Contract due to changes in Contractor's prices, rate

plans, or product offerings. Such price changes shall be documented and agreed to in writing by Contractor and City as contract amendments. Contractor shall submit any proposed pricing revisions in writing to the City for consideration at least thirty (30) days before the proposed effective date. Price adjustments shall become effective thirty (30) days from the date of last signature on the contract amendment. No increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the City of the requested price adjustment.

5. CONTACT INFORMATION

City of Milwaukie:

Milwaukie Police Department
Steve Bartol, Police Chief
3200 SE Harrison Street
Milwaukie, OR 97222
503-786-7494
dyem@milwaukieoregon.gov

Milwaukie Municipal Court
Carla Bantz, Court Operations Supervisor
10722 SE Main Street
Milwaukie, OR 97222
503-786-7531
bantzc@milwaukieoregon.gov

Contractor:

Redflex Traffic Systems, Inc.
Glen Post, Program Manager
5651 W Talavi Blvd, Suite 200
Glendale, AZ 85306
503-330-7989
gpost@redflex.com



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 51-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, authorizing the City Manager to sign a two year contract (with the option of two, 2 year extensions) with Redflex Traffic Systems.

WHEREAS, the Police Department and the City Council continues its' commitment to sensible traffic safety program to encourage safe travels through our City;

WHEREAS, a Photo Radar Program aligns with the City Council's continuing goal of safe streets for commuters, bike riders and pedestrians;

WHEREAS, City staff has followed the Request For Proposal guidelines and utilized a competitive bid process recommending that the City award the bid to Redflex Traffic Systems.

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie, authorizes the City Manager to sign a two year contract (with the option of two, 2 year extensions) with Redflex Traffic Systems.

Introduced and adopted by the City Council on 5/3/16.

This resolution is effective on 5/3/16.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. LIC #0726293 3697 Mt. Diablo Blvd., Suite 300 Lafayette CA 94549	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 925-299-1112	FAX (A/C, No): 925-299-0328
E-MAIL ADDRESS: CertRequests@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Redflex Traffic Systems, Inc. 5651 W. Talavi Blvd., Suite 200 Glendale, AZ 85306	INSURER A: Liberty Insurance Corporation 42404	
	INSURER B: Westchester Surplus Lines Insurance 10172	
	INSURER C: Liberty Mutual Fire Insurance Compa 23035	
	INSURER D: First Liberty Insurance Corporation 33588	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1809954303 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25K BI/PD DED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CAP of \$25M			TB5Z91453980036	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP/COLL <input checked="" type="checkbox"/> DED*: \$5,000			AS2Z91453980026	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <- *HAPD Ded \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TH7Z91453980046	4/1/2016	4/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6Z91453980076	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	PROFESSIONAL & CYBER LIABILITY [See attached Remarks Page]			G27435075003	4/1/2016	4/1/2017	Each Claim \$2,000,000 Aggregate \$2,000,000 SIR - Each Claim \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Photo Radar Program Services
 ADDITIONAL INSURED(S): City of Milwaukie, its officers, directors, employees and volunteers

NOTICE OF CANCELLATION: The Producer will endeavor to mail 30* days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms. *10 days for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

City of Milwaukie
 Attn: Finance
 10722 SE Main Street
 Milwaukie OR 97222

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert M...



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

THIRD PARTY CRIME/FIDELITY COVERAGE

Carrier: TRAVELERS CAS & SURETY CO OF AMER [A+,XV] NAIC # 31194 Policy # : 105581296 | Effective: 04/01/2016 to 04/01/2017 Limit \$500,000
 Aggregate limit for Employee Theft of Client Property | Retention: \$50,000

PROPERTY COVERAGE

Carrier: LIBERTY MUTUAL FIRE INS CO [AM BEST: A,XV] NAIC# 23035 Policy#: YU2-L9L-453980-066
 Effective: 04/01/2016 to 04/01/2017 Blanket Personal Property: \$19,600,000 | Installation- PP/PPO: \$1,000,000 Transit: \$10,000
 (Blanket Personal Property includes Personal Property of Others and Valuable Papers and records at insured locations). Misc. Locations \$2,000,000 per occurrence Mobile Equipment \$100,000 (1) item/\$1,000,000 Any one occurrence.

GENERAL LIABILITY:

- Additional Insured if required by written contract per attached form LC0443 0512
- *Coverage is Primary & Non-Contributory if required by written contract per form LC0443 0512
- *Waiver of Subrogation if required by written contract per attached form LC0443 0512
- *Notice of Cancellation if required by written contract per attached form LM9901 0511
- Separation of Insureds applies per policy form. (Severability of Interest/Cross Liability Clause)

AUTOMOBILE LIABILITY:

- Designated Insured if required by written contract per attached form CA2048 1013
- *Coverage is primary if required by written contract per policy form CA 00 01 (03/10)
- *Waiver of Subrogation if required by written contract per attached form CA 04 44 10 13
- *Notice of Cancellation if required by written contract per attached form LIM 99 02 08 11
- Separation of Insureds applies per policy form. (Severability of Interest/Cross Liability Clause)
- CA 99 48 10 13 and MSC90 Endorsements included.
- *Medical Payments \$5,000 Limit- Subject to Statutory Laws

WORKERS' COMPENSATION:

- Waiver of Subrogation if required by written contract per attached form WC04036 0484 (California)
- Waiver of Subrogation if required by written contract per attached form WC000313 484 (Other States)
- *Waiver of Subrogation if required by written contract per attached form WC4203 04B (Texas)
- *Notice of Cancellation if required by written contract per attached form WM9018 0611

EXCESS LIABILITY:

- *Underlying Policies: General Liability, Automobile Liability, and Employers' Liability
- *Notice of Cancellation if required by written contract per attached form LM9901 0511
- *Separation of Insureds applies per policy form. (Severability of Interest/Cross Liability Clause)

DOMESTIC TRANSIT:

Carrier: Liberty Mutual Ins. Co. [Am Best Rated A,XV] NAIC # 23043
 Policy# SFOMC10043107
 Transit Limit: \$250,000

Policy Number TB5Z91453980036

Issued by Liberty Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You - Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge Of Occurrence**
- Item 7. **Notice Of Occurrence**
- Item 8. **Unintentional Errors And Omissions**
- Item 9. **Bodily Injury Redefinition**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Property In Your Care, Custody Or Control**
- Item 12. **Mobile Equipment Redefinition**
- Item 13. **Newly Formed Or Acquired Entities**
- Item 14. **Blanket Additional Insured Where Required By Written Contract**
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 15. **Blanket Additional Insured – Grantors Of Permits**
- Item 16. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
- Item 17. **Other Insurance Amendment**
- Item 18. **Contractual Liability - Railroads**

Item 1. Reasonable Force

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You - Expanded Coverage

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

Item 4. Bodily Injury To Co-Employees

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);

- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

- B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.
- C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. **Health Care Professionals As Insureds**

- A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.
- B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

- (1) Liability assumed under an "insured contract" or any other contract or agreement;
- (2) Liability arising out of the providing of professional health care services in violation of law;
- (3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;
- (4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

Item 7. Notice Of Occurrence

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

Item 8. Unintentional Errors And Omissions

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefinition

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

Item 12. Mobile Equipment Redefinition

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. **Blanket Additional Insured Where Required By Written Contract**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. **Additional Insured by Written Contract or Written Agreement**

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations; or
 - (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;

- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 15. Blanket Additional Insured – Grantors Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 17. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Item 18. Contractual Liability – Railroads

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
PER SCHEDULE ON FILE WITH THE COMPANY	PER SCHEDULE ON FILE WITH THE COMPANY	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Blanket as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: AS2Z91453980026

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ Incl

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: AS2Z91453980026

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule	
Name of Other Person(s)/ Organization(s):	Email Address:
Per Schedule on File with Company	

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

- 1. Paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.
- 2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph D. of the Definitions Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Premium: INCL

% of Premium:

Class Code: 7971

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish a waiver provided you executed the contract before the loss.

Issued by: **First Liberty Insurance Corporation**

For attachment to Policy No **WC6Z91453980076** Effective Date **104/01/2016**

Premium \$

Issued to: **Redflex Traffic Systems, Inc.**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT –
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR
WHOM THE NAMED INSURED HAS AGREED
BY WRITTEN CONTRACT TO FURNISH A
WAIVER PROVIDED YOU EXECUTED THE
CONTRACT PRIOR TO THE LOSS

Job Description

AS REQUIRED BY WRITTEN CONTRACT

Issued by First Liberty Insurance Corporation

For attachment to Policy No. WC6Z91453980076 effective Date 04/01/2016

Premium \$

Issued to Redflex Traffic Systems, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
PER SCHEDULE ON FILE WITH THE COMPANY	PER SCHEDULE ON FILE WITH THE COMPANY	30

All other terms and conditions of this policy remain unchanged.

Issued by First Liberty Insurance Corporation

For attachment to Policy No. WC6Z91453980076 Effective Date 04/01/2016 Premium \$

Issued to Redflex Traffic Systems, Inc.