



Transportation & Public Works Special Committee Meeting

*Approve
prior
minutes*

Thursday, March 15, 2018
3:00 pm to 4:30 pm
SeaTac City Hall – Riverton Room 128

Commenced: 3:01 pm
Adjourned: 4:58 pm

<u>Councilmembers:</u>	<u>Present</u>	<u>Absent</u>
Peter Kwon, Chair	X	
Rick Forschler	X	
Pam Fernald	X	

Other Council members present: Clyde Hill; Joel Wachtel; Erin Sitterly

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer
Other Staff Members Present: Don Robinett, Stormwater Compliance Manager; Mark Johnsen, Sr. Assistant City Attorney;

ITEM	TOPIC	PROCESS	Notes
1	Call to order		
2	Public Comment	Please raise your hand if you'd like to speak. Public comments are limited to 10 minutes total and 3 minutes per individual speaker. Time may be reduced for each speaker in order to stay within the overall 10 minute time limit.	none
3	Approval of Prior Meeting Minutes	Approve minute from February 14 and March 7 meetings	
4	King County Solid Waste Draft Comp Plan	Discussion by Kevin Kelly, General Manager, Recology CleanScapes Each county in the State is to develop a Solid Waste Comp Plan every 5 years. King County is currently operating under a plan from 2001, so this is overdue. A copy of the Draft Comp Plan is being forwarded to the council today by Chair Kwon.	

		<p>Chapters 4,5,6 deal with how the county and cities will deal with waste and recyclables.</p> <p>We have 9 transfer stations (Bow Lake is the largest) and one landfill – Cedar Hills.</p> <p>The Comp plan discusses plans for current landfill management and what to do when Cedar Hills is full and closed. The landfill is slated to close between 2028 and 2040, and is fed by 800,000 to 1 Million tons of material every year.</p> <p>Different ways of diverting waste from the landfill are covered in the Comp Plan, with a current goal of 70% diversion rate. Currently, we are at about 50% diversion.</p> <p>Council raised the question of how the new ruling from China about what they will accept in recycled waste will affect the King County Plan.</p> <p>Mr. Kelly of Recology CleanScapes suggested our Council draft comments that directly speak to that issue, and any other comments or suggestions they would like to make.</p> <p>CM Fernald asked for a new tour of the Recology MRF for council members and SeaTac citizens.</p> <p>CM Forschler raised the topic of aerobic digestion of waste versus anaerobic digestion. Mr. Kelly suggested he include those comments with any other councilmember comments being sent to King County regarding the Draft Comp Plan.</p>		
5	LID Infeasibility Study	<p>Informational Update</p> <p>Presented an update to our LID Infeasibility Study, and the outcome of our consultant's report, infeasibility maps by BMP type, and the upcoming out-facing web maps that will</p>		

		<p>sit on our website and allow a developer to enter a specific parcel number to study specific of the property they are considering to develop.</p>		
6	<p>Detour of NB International Blvd during construction of WSDOT SR 509 Bridge by Sound Transit and Update on SR509 Project – S. 216th St Bridge</p>	<p>Informational Update and action.</p> <p>The committee was updated on the proposed traffic diversion plan to be used during the construction of the SR 509 bridge under I.B. The Committee voted 3-0 in favor of the staging plan and signing a letter of concurrence .</p> <p>An update was provided on the proposed S 216th bridge replacement over I-5 which is part of the SR 509 connection project. The committee voted 3-0 in favor of the plan and signing the MOU with WSDOT in support of the plan.</p> <p>An update was provided on the status of funding the required local match for the SR 509 project (\$60M). The draft MOU outlining the commitment from local agencies to provide the local match was reviewed as well as the benefit analysis provided by WSDOT consultants. An executed MOU is being asked for by the legislature in July of 2018. The committee asked for this specific topic to be brought back to the next T&PW for further discussion.</p>		
6	Adjourn			Chair



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Colum Lang, Civil Engineer 1
Date: 4/23/18
Subject: 2018 Spot Drainage Repair Project

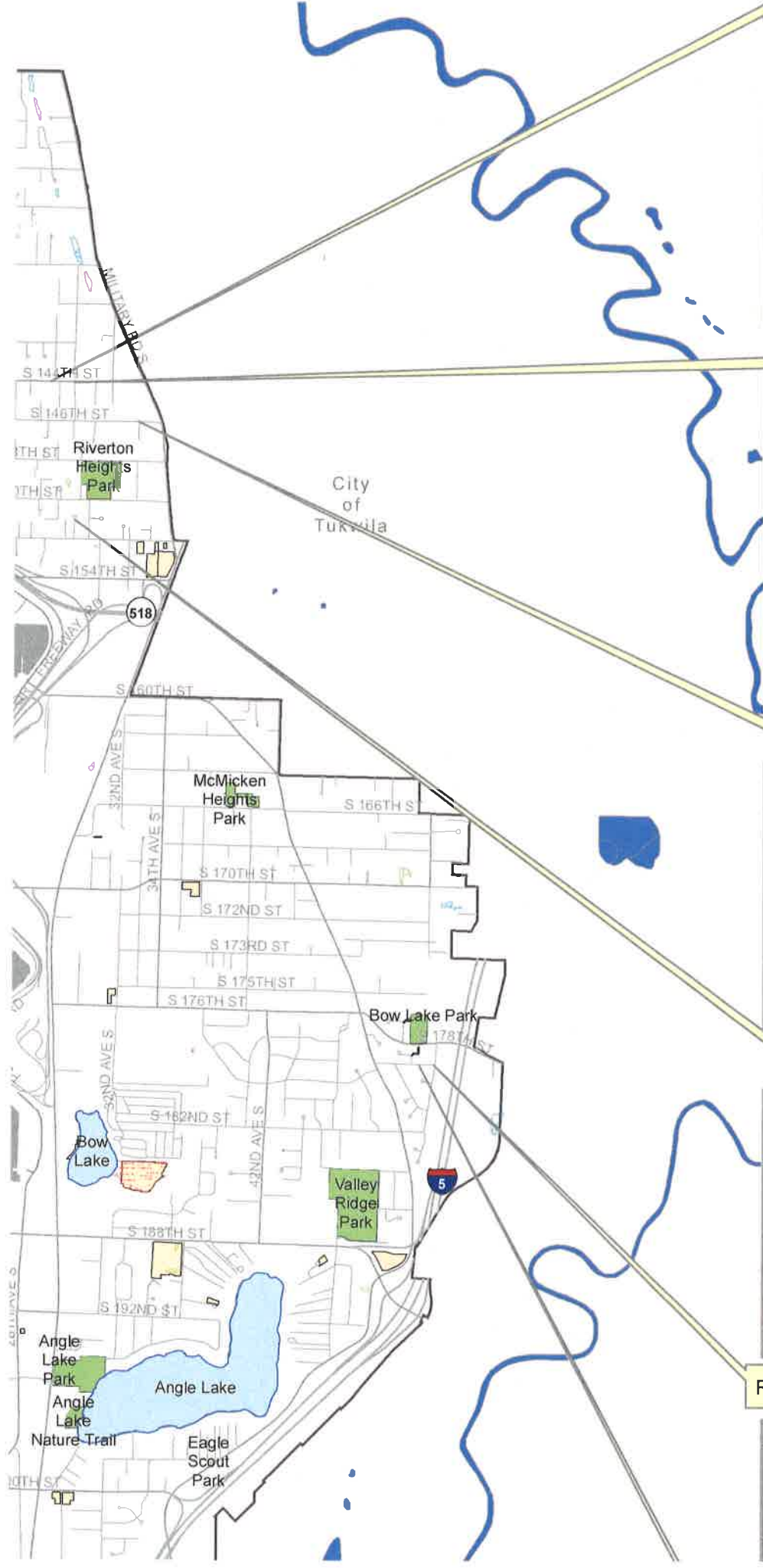
Purpose:

To inform the committee about the upcoming 2018 Spot Drainage Repair project.

Background:

This memo is a follow up to the 12/20/2017 presentation.

Six pipe repairs have been chosen for the 2018 Spot Drainage Repair Project, two additional pipes will be replaced as part of the upcoming S.166th Street Safe Routes to School sidewalk Project. The estimated cost at 90% design is \$190,000 excluding contingency. The pipes selected for repair are damaged beyond the point of rehabilitation by lining or other less intrusive methods and are located within roadways. In several cases, catch basins connecting pipes are also in need of repair and will be replaced. See attached map for the location of the repairs.



REPAIR #4



REPAIR #3



REPAIR #1



REPAIR #2



REPAIR #5





MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Anita Woodmass
Date: April 23, 2018
Subject: Sound Transit Development Agreement

Purpose: An Informational update regarding a Development Agreement with Sound Transit

Action Requested:

1. Transit Way Agreement: Seeking Committee recommendation for staff to bring forward a Motion to Council authorizing the City Manager to negotiate and execute a Transit Way Agreement with Sound Transit.
2. Development Agreement: No Action at this time. Information Only

Background:

Agreements:

Sound Transit and the City will enter into three different agreements before August 2018.

1. City Services Agreement; Task Order 1: Agreement for the reimbursement of staff time related to Sound Transit related activities (design review, meeting attendance). Signed 12-22-17. Amendment signed 4-5-18 (pending Sound Transit signature).
2. Transit Way Agreement: Agreement between the City of SeaTac and Sound Transit for the granting of the non-exclusive use of right of way (this will be executed at the same time as the Development Agreement). Council Action Required: Motion authorizing the City Manager to negotiate and execute an agreement.
3. Development Agreement: Agreement between both parties to address project development standards, design standards, project phasing, review procedures and vesting. Council Action Required: Council to execute the agreement (public hearing required). See Attachment.

Transit Way Agreement:

- Standardized agreement across four jurisdictions
- Agreement allows for Sound Transit to construct, operate, maintain, and own a Light Rail Transit System in the City of SeaTac within and along the Light Rail Transit Way
- The City shall have the right to agree to other non-exclusive uses or occupancies of the Light Rail Transit Way as long as it does not impair the functioning of the transit system.
- Providing record drawings within 6 months of operation.

Development Agreement:

The City has been working with Sound Transit on a Development Agreement Since January 1, 2018. The Development Agreement will deal with several 'standard' issues such as insurance, good faith efforts, notices, liability and dispute resolution.

Resulting from the lessons learnt from the previous Design Build project at Angle Lake Station, the items the City and Sound Transit are focusing on include:

- Staging and lay down areas
- Sufficient staffing
- Construction outreach and communication plans for businesses and community
- Pre-existing conditions assessments
- Haul routes and restoration
- Fencing
- Public art and/or visual enhancement
- Co-ordination with the 509 project to ensure minimal disruption for the community
- Land swap of a parcel in Mansion Hill
- Avoidance of areas for 'hide and ride' parking
- Design plan submittal packets (50% and 100% versus 30%, 70% and 100%)



**FEDERAL WAY LINK EXTENSION PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF SEATAC AND SOUND TRANSIT
GA 0267-17**

This Development Agreement (“Agreement”) is entered into, by and between the CITY OF SEATAC (“City”), a Washington municipal corporation (“City”) and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), a regional transit authority. Under the authority of RCW 36.70B.170-210 and for and in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree as follows regarding the Federal Way Link Extension Project (“Project”).

RECITALS

- A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into development and right-of-way agreements to promote the health, safety, and welfare of its citizens.
- B. Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties.
- C. This Agreement is authorized by RCW 36.70B.170 through .210. In addition, the City has adopted regulations governing development agreements, as set forth in sections 15.100.40 and 15.115.030 of the SeaTac Municipal Code (SMC), and those regulations allow a property owner to apply to the City to enter into a development agreement to address project development standards including, design standards, project phasing, review procedures, vesting, and other appropriate development requirements.
- D. The Growth Management Act (Chapter 36.70A RCW) requires that the City plan for and encourage high capacity transit facilities such as the Federal Way Link Extension (RCW 36.70A.020) and accommodate within the City such essential public facilities (RCW 36.70A.200). Likewise, the Growth Management Act grants authority to the City to impose reasonable permitting conditions on the Project.
- E. In November 2008, central Puget Sound area voters approved an extensive program of transportation projects to be implemented over the 15-year timeframe from 2009 – 2023 known as the Sound Transit 2 (ST2) Plan. Among other projects identified for implementation, ST2 included the extension of the Link light rail transit system from SeaTac to the cities of Kent and Des Moines. In November 2016, voters approved an additional program of transportation projects, known as the Sound Transit 3 (ST3) plan. The ST3 plan included, among other projects, the extension of the Link light rail transit system from its current terminus at the Angle Lake Station at S. 200th Street in the City of SeaTac to the City of Federal Way as part of the Federal Way Link Extension Project.
- F. Sound Transit and the City have signed a Term Sheet (attached and as incorporated as) intended to address and document progress toward goals identified by the Sound Transit Board

in Motion M2015-56, which directed Sound Transit staff to work with local jurisdictions in the corridor to identify and obtain commitments for permitting processes that would provide certainty and predictability for the Project, such as use of completed Sound Transit Environmental documents and FTA mitigation requirements, establishing a consolidated permit process, amending and resolving technical code requirements that are impractical or infeasible, supporting and accommodating the light rail system in land use plans and development regulations, and allowing for extended vesting or duration of land use approvals.

- G. On January 26, 2017, the Sound Transit Board adopted Resolution No. 2017-02, which defined and selected the Federal Way Link Extension alignment, profile, stations, and associated infrastructure to be built between S. 200th Street and the Federal Way Transit Center. This action also established the project definition for the Project's National Environmental Policy Act (NEPA) Record of Decision.
- H. On July 27, 2017, the City and Sound Transit executed a City Services Agreement attached and as incorporated as establishing responsibilities for City participation in Project implementation and the means by which Sound Transit would reimburse the City for costs incurred for design review, permitting, and public right-of-way review and approval services as authorized by the terms of the City Services Agreement.
- I. Sound Transit is intending to deliver the Project as a design-build procurement ("Design-Build") and has been coordinating with the City in preparation for Project design and construction. In recognition of the multiple development permits and separate review processes, and the continuing potential for conflict, overlap, and duplication between such processes, the City and Sound Transit desire to consolidate permit and environmental review processes for the benefit of both parties and the public pursuant to the development agreement authority provided in RCW 36.70B.170-.210 and SMC 15.22.055. In addition, the City recognizes the public benefits which will accrue to the City and community from development of the property for the Project.
- J. Sound Transit has completed extensive environmental analysis of the Project in accordance with the National and State Environmental Policy Act (NEPA and SEPA). Sound Transit completed the SEPA with the issuance of the Federal Way Link Extension Final Environmental Impact Statement on November 18, 2016. The Federal Transit Administration ("FTA") issued a Record of Decision (ROD) on March 6, 2017 and the Federal Highway Administration (FHWA) issued a ROD on March 9, 2017 concluding the NEPA process.
- K. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 90-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body (hereinafter the "Federal Regulations"). Pursuant to these policies and its statutory authority, Sound Transit has acquired or will acquire such real property interests as are necessary to construct, maintain, and operate the Project.

Commented [a1]: Global edit: change D-B to Design-Build

L. Both Parties recognize the importance of extending the light rail system as part of the comprehensive program of regional transit improvements approved by voters and have mutually concluded that it is feasible to do so by 2024. Both parties will work in a collaborative effort to resolve any issues and risks to ~~ensure-enable~~ that the Federal Way Link Extension Project begins operations by 2024.

Commented [a2]: We cant ensure. Only enable

M. Pursuant to RCW 36.70B.200 and SMC 15.115.030, the City held a properly noticed public hearing on DATE. ~~The, and the~~ City Council determined that the proposed Project is generally consistent with the City's development regulations and that any departures ~~that are granted on a case by case basis~~ therefrom provided by this Agreement are offset by the benefits to be received from the Project; that the proposed Project conforms with the conditions of approval provided in SMC 15.115.030; and has authorized the City Manager to enter into this Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the approval of various development permits to Sound Transit to construct, operate, and maintain the Project, the Parties hereto agree to the terms and conditions as follows:

1.0 DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning herein given where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Reference to governmental entities, whether persons or entities, refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted as amended.

- 1.1 Agreement. "Agreement" means this Development Agreement approved by appropriate action of the City and of Sound Transit.
- 1.2 City. "City" means the City of SeaTac and any successor or assignee following an assignment that is permitted under this Agreement.
- 1.3 Design-Build Contractor. "Design-Build (or D-B) Contractor" means the entity or entities that will contract with Sound Transit to complete the design of the Project, to obtain all remaining permits for the Project, and to construct the Project, all based upon a design-build procurement method.
- 1.4 Design Submittal. "Design Submittal" means a set of design documents for the Project that will be submitted to the City for review as the Project moves through various review and approval processes. There shall be four different phases of design submittal as follows:

- a) "Pre-Final Preliminary Engineering (PE) Submittal" means the Design Submittal that was furnished to the City prior to Sound Transit initiating a procurement process seeking the services of a Design-Build Contractor. These plans included conceptual design of the alignment. The process whereby Sound Transit sought City review and comment of the Pre-Final PE Submittal has been completed at the time this Agreement is executed.
 - b) "50% Design Submittal" means a Design Submittal that presents the basic concept of a defined segment of the overall Project, including advanced detail on route alignment, utilities, urban design concepts, and other concepts required to define the intent of the Project.
 - c) "100% Construction Document Submittal" (or "Permit Submittal") means a Design Submittal illustrating the entire scope of the work of a defined segment of the overall Project under design so that all reviewers can comment on the overall scope of the Project. This may include utility relocation improvements, signal footprints, new traffic signaling plans, grading and landscaping plans, and all work completed as part of the Project. This submittal is intended to ensure that new, never-before-seen items of significance do not appear for the first time in the Issued for Construction Design Submittal. This submittal shall constitute the Permit Submittal.
 - d) "Issued for Construction Design Submittal" means a Design Submittal that has incorporated any corrections required based on review of the 100%, or Permit Submittal and that is sufficiently complete for Project Approval and upon which the Design-Build Contractor will rely in constructing the Project, including, but not limited to a complete set of construction plans, drawings, and specifications, draft construction schedule, and maintenance of traffic plan. The Approved Permit Plans and Final Right-of-Way Plans shall not materially differ from the Issued for Construction Design Submittal.
- 1.5 Over-the-Shoulder Review. "Over-the-Shoulder Review" means the informal and ongoing review of evolving design concepts and plans developed during the Project construction phase.
- 1.6 Parties. "Parties" means the City of SeaTac and the Central Puget Sound Regional Transit Authority.
- 1.7 Project. "Project" or "Federal Way Link Extension Project" means the light rail system as described and depicted in Exhibit A, attached and incorporated herein, and as approved by the City pursuant to the approvals described in this Agreement.
- 1.8 Sound Transit. "Sound Transit" means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.
- 1.9 Third Party. "Third Party" means any person other than the City or an employee of the City and any person other than Sound Transit or an employee of Sound Transit.

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Commented [a5]: Define the project area to include areas of impact

2.0 COOPERATION AND GOOD FAITH EFFORTS

- 2.1 The Parties understand and agree that the activities described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 2.2 The Parties acknowledge that this Agreement may contemplate the execution and delivery of a number of future documents, instruments, and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments, and permits, and to execute and deliver the same promptly.
- 2.3 The City will provide timely review by both dedicated and regular City staff of all permit applications necessary to complete the Project, subject to the City’s applicable process and regulations. This includes Sound Transit’s payment of applicable permit fees and reimbursement for City staff time as consistent with the executed City Services Agreement for the Project.

2.4 Sound Transit will exercise its reasonable best efforts as outlined in the plans required under 9.1 to minimize impacts of construction activities upon current and future business operations and pending development opportunities in the Project area as outlined in the Construction Outreach and Communication Plan and then all reasonable efforts.

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2.5 Sound Transit will co-ordinate with the WSDOT 509 project to identify opportunities to further minimize impacts to the SeaTac community.

Sound Transit will provide quarterly Council updates and regularly scheduled community and business briefings

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3.0 PROJECT LOCATION AND ELEMENTS

As described in the Project’s Final Environmental Impact Statement (EIS), the purpose of the Project is to expand the Sound Transit Link light rail system from the City of SeaTac to the cities of Des Moines, Kent, and Federal Way in King County in order to provide a rapid, reliable, accessible, and efficient alternative for travel to and from the corridor and other urban growth and activity centers in the region. When constructed, the Project will provide a connection south from the existing Angle Lake Station crossing to the east in a manner that allows for the future construction of the SR 509 Extension Project by WSDOT. It would proceed generally within I-5 right-of-way to the Project’s terminus in the City of Federal Way. Three new LRT stations will be constructed as part of the Project with associated improvements for parking, pedestrian, bicycle, bus and other access improvements.

In the City of SeaTac, specific improvements to be included as part of the Project include:

- o Re-paved S. 28th Ave (just south of 204th St) to connect to Port of Seattle-owned parcels
- o S 208th Street – Restored and re-paved to serve existing access needs

- o New 211th Street cul-de-sac turnaround with new sidewalk.
- o Reconstructed 32nd Ave South with new sidewalk on the west side.
- o Enhanced lighting with roadway improvements.
- o Any other routes, roads and rights of way impacted as a result of this project.

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3.1 Sound Transit to co-ordinte with utility providers to allow for utility work to be completed prior to overlay and ROW improvements

4.0 SEPA COMPLIANCE

Sound Transit is the lead agency for compliance with SEPA. In coordination with the City, Sound Transit has completed the substantive and procedural environmental review for the Project in accordance with SEPA requirements. The environmental review can cover the City's issuance of permits for the Project as well as environmental mitigation, and the City intends City's responsible environmental official may under this Development Agreement to rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600. The foregoing is not intended to limit the City's authority to impose reasonable permit conditions pursuant to its development regulations.

5.0 PROJECT SCHEDULE

The City is aware of the current Project schedule and the criticality of meeting schedule milestones in order to deliver the Project efficiently and effectively and consistent with expectations of the region's citizens, as expressed in voter-approved ballot measures (ST2 and ST3). Sound Transit will share with the City updates to the Project Schedule as it evolves and based on input from Sound Transit's D-B Contractor and co-ordinate changes to this project schedule that may impact the City and/or Port operations.

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6.0 ESSENTIAL PUBLIC FACILITY REQUIREMENTS

The Parties agree that the Project is a regional transportation facility that has the status of an essential public facility ("EPF") and that the requirements of RCW 36.70A.200 are applicable. Under Chapter 36.70A RCW, the City may not utilize development regulations to render impracticable Sound Transit's decisions on siting and location of the Project; however, the City may impose reasonable permit and mitigation conditions on the Project.

7.0 DEVELOPMENT STANDARDS

7.1 Pursuant to RCW 36.70B.170 through 36.70B.210, as amended, as well as SMC 15.100.40, the City may enter into a Development Agreement with Sound Transit for the Project. Under the The City will use the authority, terms and conditions of this Agreement, and in an effort endeavor to streamline the permitting process and avoid duplication, the City hereby waives any land use approvals for the Project.

7.2 The City has determined that the Project as represented in the Pre-Final PE Submittal is generally well-designed. So long as the Project is developed consistent with appropriate City permit approvals and this Agreement, the public health, interest, and welfare are adequately protected within the bounds of the law. The City is allowing specific and limited departures from development regulations because the Project will be providing a benefit to the City of an equal or greater value relative to the standards from which departure is being allowed. Any departures submitted after the date of this agreement will be duly considered. The City will issue departures but will require letters of concurrence for specific code departures subject to approval. The City hereby allows departures from the following standards:

Sound Transit to SEE ATTACHED "ISSUES SHEET" FOR DRAFT LIST OF CODE VARIANCES list out broadly the categories for departures.

A blanket departure cannot be granted through the Development Agreement. Each departure will be subject to a letter of concurrence as has been the practice thus far regarding departures.

7.3 The vesting described in this Agreement shall apply throughout the "Construction Build-out Period" for the Project, which the Parties have established as ten years following execution of this Agreement. Departures from code will be subject to letters of concurrence. During the Construction Build-out Period, the City shall neither modify nor impose new or additional development regulations or standards for the Project beyond those set forth in this Agreement. To the extent this Agreement does not establish or define development regulations or standards covering a certain subject, element, or condition, the Project shall be governed by the City development standards and regulations in effect on January 1, 2018 the date of execution of this agreement.

Commented [a9]: Storm water cannot be vested per the NPDES requirements

7.4 The codes and editions that will be used for the entirety of this Project's Design, Construction, and Operation are specified in Section 2.2 of the Project Requirements, which shall be issued to Sound Transit's D-B Contractor.

7.5 Storm water drainage from the Project shall be addressed as provided in the concurrence letter executed between the City and Sound Transit dated August 23, 2017, attached and incorporated herein as Exhibit F.

7.6 Local roadway cross-sections to be improved by Sound Transit shall be consistent with the concurrence letter addressing this subject and executed between the City and Sound Transit dated DATE TBD, attached and incorporated herein as Exhibit G.

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7.7 The project shall comply with the City's CPTED requirements and shall modify the design and construction accordingly.

7.X Prior to the issuance of any permits, Sound Transit and the City are to resolve the land swap of parcel 5083000070 known as the vacant lot in Mansion Hill, adhering to the special requirements

7.X All surplus property or property extraneous to the project will be returned to the tax roll within 12 months of date of fee service, commencement of operations and maintenance.

7.X Any fencing installed shall be black vinyl coated chain link or architectural fencing. No barbed wire can be used on this project.

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7.X Sound Transit to work with the City to address any issues that may result in 'hide and ride' illegal parking activity related to transit use.

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7.X Property shall be maintained in good order in accordance with City code and cannot be a nuisance in accordance with City code

7.X Grafetti of Sound Transit facilities shall be promptly removed to the satisfaction of the City.

SEE ATTACHED "ISSUES SHEET" FOR PROPOSED LANGUAGE ON WETLANDS JURISDICTION / MITIGATION.

8.0 DESIGN REVIEW AND PERMITTING AND INSPECTION

8.1 Sound Transit shall obtain approval from the City for construction of the Project through submittal of the appropriate applications and Design Submittals as described in this Agreement. The City acknowledges that Sound Transit will be procuring this Project using design-build or other alternative procurement methods and further acknowledges that the Design-Build Contractor may, at Sound Transit's discretion, make any of the required submittals on Sound Transit's behalf. In that regard, references to "Sound Transit" herein shall be interpreted to mean "Sound Transit" or its Design-Build Contractor, at Sound Transit's discretion unless the context clearly requires otherwise.

8.2 Sound Transit, the City, and Sound Transit's D-B Contractor will participate in on-going Over-the-Shoulder reviews throughout the design process. City participation will be facilitated by the City's Project Liaison, who will be co-located at the Project job office and whose primary function it will be to identify and resolve issues to support the design process and development of plans that satisfy the City's permitting requirements.

8.3 ST will make a ~~courtesy~~ preliminary design submittal (50% Design Submittal) available to the City for each design package (as identified by the D-B Contractor as part of its Permitting Plan). The intent of the over-the-shoulder reviews and ~~courtesy~~ submittals is to streamline the permitting process by providing advance information to the City. The co-located team structure will facilitate efficient City reviews, such that formal review timelines will be ~~unnecessary~~.

Commented [a13]: The City requires 30%, 70% and 100% design review and Issued For Construction design. we feel this will reduce any design issues that may arise.

8.4 Each permitting package will be submitted with 100% design plans (100% Construction Document Submittal) for the subject project element. The City will make a good faith effort to review the permitting submittal within approximately ~~105~~ business days, unless a mutually

Commented [a14]: The City will provide a 15 business day review of 30%, 70% and 100% design and 10 days for IFC issuance of permits

agreed-upon alternative time frame is determined. After the City's review of the 100% Construction Document Submittal, Sound Transit's D-B Contractor will convene a meeting to inform the City of how issues have been resolved.

- 8.5 The Parties contemplate that the ongoing, collaborative Over-the-Shoulder review (see Section 8.7) will keep the City's Project Liaison apprised of the latest developments in the design. The City's Project Liaison will coordinate review required by other City staff as a means of seeking feedback from the City. To the extent that disputes arise about how a design correction should be resolved or whether a design correction is appropriate, the Parties shall use the ~~Dispute~~ ~~Resolution~~ process in Section ~~44~~15.
- 8.6 While most post-Pre-Final PE Submittal design work will be performed by the Design-Build Contractor, not by Sound Transit, Sound Transit retains responsibility for ensuring that the City receives prompt responses to City requests for additional documentation, plans, specifications, drawings, and explanations.
- 8.7 Project Administration
- a) The City shall assign a City staff contact for the Project ("City Project Liaison"). The City Project Liaison shall provide central coordination of all Design Submittal reviews and comments from all involved City departments and utilities and shall be an effective and empowered conduit between Sound Transit and other City staff per the approved funding agreement. The City Project Liaison shall resolve any inconsistencies among review comments from the City departments and City utilities and shall provide Sound Transit with consistent and consolidated review, comments, and decisions. ~~At a minimum, the person filling this role for the City should have a Professional Engineers license and have 10 years' experience in the field, preferably with an extensive construction management background.~~ In addition to these tasks, the City Project Liaison shall participate in regularly scheduled project-level meetings. The City Project Liaison shall also be responsible for identifying and disclosing to Sound Transit as soon as practicable any other projects or proposals (e.g., utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project.
 - b) Sound Transit will assign a Sound Transit staff contact for the Project ("ST Liaison"). The ST Liaison shall provide central coordination for Project Design Submittals and Project coordination. In addition to these tasks, the ST Liaison shall participate in regularly scheduled project-level meetings.
- 8.8 Project Permitting Plan: The Parties recognize the mutual benefit of establishing an efficient and expedited process for seeking and obtaining permits to construct the Project in the City. Accordingly, Sound Transit will require its D-B Contractor to develop and submit a Permitting Plan as one of the earliest critical activities. This plan shall be developed with input from the City Project Liaison. Upon its submittal, Sound Transit will provide a copy of the plan for review and comment to the City. Sound Transit and the City shall work cooperatively to develop a final Permitting Plan that is implementable by the D-B Contractor prior to the permits being submitted for review.

8.9 Permits and Licenses: Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state, and local permits and licenses required for the construction, operation, and maintenance of the Light Rail Transit System, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses, and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures

8.X Sound Transit shall submit for a Development Agreement through the application process.

8.10 Non-Interference: The City shall not interfere with Sound Transit's ability to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities, including streets, roads, or utility poles.

8.11 Inspection:

- a) For Project components constructed by Sound Transit's D-B Contractor for which Sound Transit shall have ownership, operating, and maintenance responsibilities, the Parties agree that Sound Transit and their employees and contractors shall have responsibilities for inspection and acceptance of work performed by the D-B Contractor. These components include (but are not necessarily limited to): LRT track and guideway, including all appurtenances such as catenary poles and wires, fencing and other barriers, train signals and other equipment necessary for operations), LRT structures including bridges, abutments, retaining walls, and noise barriers constructed to mitigate the results of LRT-generated airborne noise, traction power substations and signal bungalows, ~~and Light Rail Transit stations and related passenger amenities including park and ride structures and transit station access facilities.~~
- b) For Project components constructed by Sound Transit's D-B Contractor, but which will be owned and maintained by the City following completion of construction, the City shall have the ability to do on site review and inspection of work performed by the D-B Contractor. These components include (but are not necessarily limited to): street lighting standards, traffic signal poles and signal boxes, streets, sidewalks, curbs and gutters, and other infrastructure in the City's public rights-of-way.
- c) The Parties have identified conceptually the infrastructure for which they will respectively have inspection and acceptance responsibilities. Exhibit C depicts this concept. However, both Parties recognize the limitations of this conceptual plan and intend that it will be used conceptually and not to limit their mutual responsibilities to cooperate to deliver the Project in a safe, efficient, and timely manner.

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8.X In the event that the project is stalled, the permitting for the project shall be kept active by Sound Transit in accordance with the City's applicable Building Codes.

9.0 CONSTRUCTION

9.1 D-B Contractor Mitigation Plans: It is acknowledged by the Parties that Sound Transit shall require the D-B Contractor in conjunction with the City and Sound Transit to develop mitigation and other plans that will be of interest to the City, businesses, property owners and its residents. The following plans shall be required of Sound Transit's D-B Contractor and shall be submitted to the City for review, comments and concurrence and comment prior to their acceptance by Sound Transit. The City shall have 15 business days in which to complete its review of the mitigation and other plans submitted. Sound Transit will consider all City comments in good faith and will respond in writing to comments received.

- Transportation Management Plan
- Maintenance of Traffic Plan
- Construction Noise and Vibration Mitigation Plan
- Construction Outreach and Communication Plan for residents and business owners and will specifically details informational signage, types and placement. It shall also identify how business owners and residents shall be informed and educated as to how they can make an insurance claim in the event of issues arising from this project.

9.2 Sound Transit is to co-ordinate with property owners accordingly in the event that any impacts arising as a result of this project impact private properties.

9.X the project s to maintain uninterrupted access included but not limited to fire, emergency access and school buses.

Contractor Haul Routes: Sound Transit and the City have worked cooperatively to identify construction contractor haul routes that may be used to transport materials and equipment necessary to construct the Project while minimizing impacts to City businesses and residents. These haul routes are depicted in Exhibit D and the City shall issue permits for haul routes permit use of them for use by the by Sound Transit's D-B Contractor. In the event that the D-B Contractor proposes the use of alternate routes to Sound Transit, Sound Transit shall seek-obtain the City's concurrence and permission-permits prior to accepting the D-B Contractor's proposal.

9.3 Construction Detour Routes: Sound Transit and the City have worked cooperatively to identify traffic detour routes that may be used as necessary when roads are closed due to construction activities. These detour routes are depicted in Exhibit E and the City shall permit use of them by Sound Transit's D-B Contractor. In the event the D-B Contractor proposes the use of alternate detour routes to Sound Transit, Sound Transit shall seek the City's concurrence and permission prior to accepting the D-B Contractor's proposal.

9.4 Contractor Work Hours: The Parties acknowledge that Sound Transit's D-B Contractor may propose work outside of the City's standard permissible days and/or hours for construction. In the event such a proposal is received by Sound Transit from their D-B Contractor, the ST Liaison will work closely with the City's Project Liaison to consider the request and to facilitate the process of seeking a City work days, work hours, and/or noise variance, as appropriate.

9.5 Restoration of Contractor Haul Routes: Sound Transit shall restore the existing roadway pavement and other surface infrastructure within the public right-of-way that is affected by construction activities to a condition equivalent to that which existed prior to the start of construction. In order to establish a baseline for pre-construction contract award pavement condition, Sound Transit completed a pavement inventory of roads and streets within the area defined for potential construction disturbance and use. This inventory was completed in November 2017 and the results were subsequently provided to the City. Sound Transit shall require of their D-B Contractor completion of a pre- and post-construction pavement survey using a similar methodology and process to that used in the pre-construction contract award survey. Sound Transit shall provide to the City a copy of the results of their D-B Contractor's pre- and post-construction pavement surveys upon completion. The City understands and agrees that the pre- and post-construction pavement condition surveys completed by Sound Transit's D-B Contractor shall be used as the most accurate baseline of conditions prior to Sound Transit's use and occupancy of public rights-of-way and that said baseline shall provide the contractual basis for Sound Transit's commitment to restore pavement to a condition had the Project not been built. In the event the City desires any betterments to pavement condition over and above the baseline (viz., pavement conditions had the Project not been built) established in the D-B Contractor's pre- and post-construction pavement surveys, the City agrees that the difference between baseline condition re-establishment and a betterment condition shall be the financial responsibility of the City.

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9.6 Lay Down Areas: Sound Transit shall obtain permits for construction lay down areas in accordance with City code. The two properties known as the 'triangle TOD' site and the 'Halloway surplus property' shall not be used as lay down areas.

9.7 Any impacts or impediments that inhibit the City's ability to maintain areas within the project area for the purposes of maintenance and upkeep shall be the responsibility of Sound Transit to maintain to the satisfaction of the City during the project.

9.8 If Sound Transit collects monies for liquid damages incurred within City limits, Sound Transit shall remit 50% of said funds to the City.

9.9 Sound Transit shall co-ordinate with the City for a gateway sign to be associated with the guideway at the International Boulevard crossing

9.X A sub committee comprising the City and Sound Transit shall be established to discuss and concur on the use of public art monies within the City.

10.0 MINOR REVISIONS TO PROJECT APPROVALS

The STATE CITY STAFF POSITION HERE or designee is authorized to approve minor revisions to the Project that are necessary and generally consistent with this Agreement. Such minor revisions shall include: (a) any revisions within the scope and intent of the original Project approvals, and/or (b) any revisions within the scope of the Project environmental documents.

11.0 UTILITY RELOCATION

- 11.1 City Utilities: The Parties acknowledge that certain utilities, specifically storm system and appurtenances, owned by the City and located on City property or within public right of way will be relocated and, or impacted by the Project. The City will relocate City-owned utilities, or if it prefers, permit Sound Transit to relocate the City-owned utilities, that conflict with the Project at Sound Transit's expense.

That portion of the D-B Contractor's work consisting of the City's storm system and appurtenances shall not be given final acceptance until it is approved in writing by the City. The City shall not unreasonably withhold final acceptance.

- 11.2 Other Utilities: Sound Transit may enter into separate agreements with non-City utility entities regarding the relocation of their facilities. Sound Transit will pay for a Third Party utility entity's relocation costs if the relevant City franchise agreement requires a party in Sound Transit's position to do so. Sound Transit may enter into separate agreements with non-City utility entities regarding the relocation of their facilities. However, the City will continue to ~~pursue~~ support timely agreement by such utilities to relocate its facilities so as not to impact the Project schedule. Any relocation of utilities will require permits to be issued by the City.

Sound Transit agrees to provide the City with copies of progress reports, status reports, construction contract reports, inspection reports, RFI logs, submittal logs, and schedule updates as required in the construction contract for the Project.

12.0 LIABILITY, INDEMNIFICATION

- 12.1 Sound Transit hereby agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses, including, without limitation, reasonable attorney fees, paid by the City and arising or growing out of or in connection with or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of the Project by Sound Transit, unless such claims arise from the sole or partial negligence, actions or inaction of the City, its employees, servants, agents, contractors, subcontractors, or persons using the Project with permission of the City.
- 12.2 The City shall give Sound Transit prompt notice of any claims directly affecting Sound Transit about which it is aware. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim. The City shall not settle any claim directly affecting Sound Transit without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.

12.3 Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.1 | 5 and was the subject of mutual negotiation.

13.0 INSURANCE

13.1 Sound Transit shall, at its sole expense, obtain and maintain during the entire term of this Agreement an appropriate program of commercial insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Sound Transit shall name the City as an Additional Insured in accordance with insurer underwriting practices, and Sound Transit insurance policies shall be primary and non-contributory to any coverage maintained by the City. Sound Transit waives all rights of subrogation against the City for claims by third-parties arising under this Agreement, other than for damages, claims or liabilities arising from negligent acts or omissions of the City and its officers, employees and agents. The limits of Sound Transit's selected coverage program in no way diminish Sound Transit's obligations to the City as set forth in this Agreement. Sound Transit shall maintain this coverage program throughout the term of this Agreement, and for six (6) years after its termination, to protect the City against claims that may arise as a result of the construction, operation, or maintenance of the Project. When commercial insurance is used, coverage shall include: (i) comprehensive general liability insurance; (ii) property damage liability insurance, including coverage for explosion, collapse, and instability; (iii) workers' compensation insurance, to the extent required by law; (iv) employer's liability insurance; and (v) comprehensive auto liability coverage, including owned, hired, and non-owned vehicles.

13.2 When commercial insurance is used, Sound Transit shall carry such commercial insurance with responsible insurers, or self-insure or participate in an insurance pool or pools, at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of facilities comparable to the Project.

13.3 Sound Transit shall file with the City's Risk Manager a formal letter of self-insured status, or when commercial insurance is used, Certificates of Insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate covering the entire term of this agreement. The coverage maintained by Sound Transit under this Agreement shall not be canceled until at least thirty (30) days' prior written notice has been given to the City. Renew confirmations will also be filed with the City's risk manager

13.4 If Sound Transit fails to maintain the appropriate program of commercial insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities, ~~the~~

City may order Sound Transit to ~~shall~~ stop operating the Project until the appropriate insurance coverage program is obtained.

14.0 LIENS

- 14.1 The Project Facilities are not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmens liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record, by payment, posting of bond, court deposit or other means, without cost to the City, and shall indemnify the City against all costs and expenses, including attorney fees, incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5) business days' advance notice of its intention to do so. The City ~~and Sound Transit~~ shall use ~~their~~s reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Project.
- 14.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.
- 14.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Project except as may be otherwise provided herein.

15.0 DISPUTE RESOLUTION

- 15.1 Any disputes or questions of interpretation of this Agreement that may arise between Sound Transit and the City shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process, rather than in the media or through other external means.
- 15.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.
- 15.3 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

- (a) Level One - Sound Transit's Project Manager or equivalent and the City's ~~Director of Development Services/Permits~~ Engineering Review Manager shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
- (b) Level Two - Sound Transit's Executive Director of Design, Engineering, and Construction Management and the City's ~~Director of Development Services/Permits~~ Public Works shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.
- (c) Level Three - Sound Transit's Chief Executive Officer or Designee and the City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Three, either party may refer the dispute to Level Four.
- (d) Level Four- Sound Transit's Chief Executive Officer and two members of the Sound Transit Board and the City Manager and two members of the ~~Puyallup-SeaTac~~ City Council shall meet to discuss and attempt to resolve the dispute in a timely manner.

15.4 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

16.0 DEFAULT

No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing party, or the substantially prevailing party if no one party prevails entirely, shall be entitled to reasonable attorney fees and costs.

17.0 REMEDIES; ENFORCEMENT

- 17.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, in the event the other violates any provision of this Agreement:
- (a) Commencing an action at law for monetary damages;
 - (b) Commencing an action for equitable or other relief; and
 - (c) Seeking specific performance of any provision that reasonably lends itself to such remedy.
- 17.2 In determining which remedy or remedies for violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the breaching party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.
- 17.3 Neither party shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other party to enforce prompt compliance, nor shall such failure to enforce constitute a waiver of rights or acquiescence in the other party's conduct.

18.0 TERM; TERMINATION

- 18.1 This Agreement shall be effective as of the date the last party signs. Unless sooner terminated pursuant to the terms hereof, this Agreement shall remain in effect for so long as the Project is used for public transportation purposes.
- 18.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the Parties hereto of obligations accrued and unsatisfied at such termination.
- 18.3 Upon the cessation of use of the Project, to the extent any portion of it remaining in the Public Right-of-Way or on any other public property is not removed by Sound Transit, the City, as expressed by ordinance, may deem it abandoned and it shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Project.
- 18.4 Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.

19.0 COVENANTS AND WARRANTIES

19.1 By execution of this Agreement, the City warrants:

- (a) That the City has the full right and authority to enter into and perform this Agreement and any permits that may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the City is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and
- (b) That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

19.2 By execution of this Agreement, Sound Transit warrants:

- (a) That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, or any law, regulation or agreement by which it is bound or to which it is subject; and
- (b) That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

20.0 RECORDINGS, TAXES AND OTHER CHARGES

20.1 This Agreement shall be recorded pursuant to the requirements of 36.70B.190.

20.2 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permits that may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state, or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the Project or rights herein described requires the payment of any tax, levy, excise, assessment, or charges, including, without limitation, property, sales or use tax, under any statute, regulation, or rule, Sound Transit shall pay the same, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the City harmless therefrom. Sound Transit shall pay all taxes, levies, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the Project, or on account of their existence or use, including increases attributable to such existence or use, and excluding taxes based on the income of the City, and shall indemnify the City against payment thereof. Sound Transit shall

have the right to claim, and the City shall reasonably cooperate with Sound Transit in the prosecution of any such claim for refund, rebate, reduction or abatement of such tax(es).

- 20.3 The City may pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

21.0 ASSIGNABILITY; BENEFICIARY

- 21.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party, (ii) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary, (iii) a sublease or assignment of this Agreement, in whole or in part, to a governmental entity, or (iv) a sale, lease, or other conveyance subject to those requirements set forth in this Agreement; provided, however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining the Project on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.
- 21.2 Either party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.
- 21.3 Sound Transit acknowledges and agrees that the City may designate, in writing, a designee to (i) receive information (including information designated or identified as confidential) and notices under this Agreement, and (ii) provide certain approvals or consents required from the City under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the City as fully as if such actions were performed by the designator itself.
- 21.4 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

22.0 DESIGNATED REPRESENTATIVES

- 22.1 To promote effective intergovernmental cooperation and efficiencies, the Parties each designate a representative ("Designated Representative") who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for each party. The Designated Representatives shall be responsible for the performance of the objectives of this Agreement.
- 22.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this Agreement. Each party's Designated Representative is named below with the individual's contact information.
- 22.3 Designated Representatives and Contact Information during Construction/Operations:

SOUND TRANSIT	CITY OF SeaTac ^{XXX}
[insert name]	[insert Name] Will Appleton
401 S Jackson St	[insert address] 4800 South 188th
Seattle, WA 98104	Street }
[Insert Phone Number]	SeaTac , WA
[insert email]	[insert Phone Number] 206 973
	4741
	[insert
	email]wappleton@ci.seatac.wa.us]

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23.0 NOTICE

- 23.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. Any party at any time by written notice to the other party may designate a different address or person to which such notice or communication shall be given.
- 23.2 Unless otherwise provided herein, all notices shall be in writing and shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 20, Termination, must be delivered in person or by certified mail, return receipt requested.

24.0 GENERAL PROVISIONS

- 24.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 24.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. ~~Venue for any action under this Agreement shall be Pierce County, Washington.~~
- 24.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 24.5 Upon adoption of the ordinance or resolution that approves this Agreement, the City shall issue a Notice of Decision that conforms to the content and distribution requirements of City CODE XXX and XXX respectively.
- 24.6 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 24.7 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law including the requirements of RCW 36. 70A.200.
- 24.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 24.9 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, Public Right-of-Way, public property, or private property.

- 24.10 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.
- 24.11 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, oral and written, understandings and agreements with respect hereto.
- 24.12 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 24.13 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 24.14 ~~Federal Grant Conditions.~~ Sound Transit's design and construction of the Project is subject to a financial assistance contract between Sound Transit and the United States Department of Transportation, and the FTA. Both parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements.

25.0 SEVERABILITY

In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its authorized representative.

**CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY (SOUND TRANSIT)**

THE CITY OF SEATAC

By: _____
Peter M. Rogoff, Chief Executive Officer

By: _____
Joseph Scorcio, City Manager

Date: _____

Date: _____

Authorized by Motion No. _____

Authorized by Ordinance No. _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

_____, Legal Counsel

EXHIBIT LIST

Exhibit A: Project Description and General Alignment

Exhibit B: FWLE Mitigation Monitoring Matrix (as published in the Project's Record of Decision)

Exhibit C: Permitting and Inspection Responsibilities

Exhibit D: Approved Contractor Haul Routes

Exhibit E: Approved Construction Detour Routes

Exhibit F: Stormwater Letter of Concurrence

Exhibit G: Roadway Letter of Concurrence



MEMORANDUM

To: Transportation and Public Works Committee

Through: William Appleton, Public Works Director

From: Florendo Cabudol, City Engineer

Date: 4/23/18

Subject: Permit Parking Program – Approve Report and Implement Recommended Pilot Project

Purpose:

This item is being brought back before the T&PW committee to seek recommendation for Council to finalize the Permit Parking Program report and implement a recommended permit parking zone pilot project in the McMicken Heights/Sue-Linda neighborhood.

Background:

The Permit Parking Program (PPP) report was commissioned to develop a plan to manage the increased demand for on-street parking within SeaTac. The 24-hour demand for on-street parking, particularly in the McMicken Heights/Sue-Linda Neighborhood, led to resident concerns involving safety, commercial/for hire vehicle parking in neighborhoods, and littering. Below is a brief timeline of events that led to pursuing the PPP:

- *December 2009* – Pedestrian bridge across International Blvd at S 176th St opens. This bridge opened pedestrian access to the Airport Light Rail Station and Sea-Tac International Airport from International Blvd and nearby areas.
- *July 2013* – Initial complaint regarding parking issue in McMicken Heights/Sue Linda Neighborhood (bounded by S 170th St/32nd Ave S/S 175th St/34th Ave S). Request for residential permit parking program from Mr. Brian Prigger. Parking issue stemmed from high demand of street parking use from non-residents and the trash left apparently by those using the street parking.
- *December 2014* – Letter/petition of complaint submitted to City by Darlene Conyers related to the parking issues in the neighborhood. Letter/petition was signed by 15 residents/owners.
- *January 2015 to August 2016* – A focus group was formed to address residential parking issues and to coordinate a response to the issue. The group was formed of residents and City staff and met monthly or quarterly to strategize and implement treatments to resolve issue.
- *June 2015* – Parking issue in neighborhood addressed at Council Retreat. Permit parking program discussed as potential tool to resolve issue.

Resident Only Parking signs	Not implemented	Signs are not enforceable in City ROW
Limited term parking restrictions (2-4 hour parking; specific time of day)	Not implemented	Affected residents' ability to park long term on street. If implemented, the restrictions would be applicable 24-hours due to work shifts at the airport. Resident focus group not supportive of this option.

Transpo Group was selected in May 2017 to help document the on-street parking demand problem, develop the framework of the PPP, and recommend a pilot program to implement. A public outreach event was held on 9/25/17 to engage with the community and get feedback on this issue; the meeting was well attended. A draft report was presented at the 1/4/18 PS&J Committee meeting and feedback was solicited prior to finalizing the report. The final report was shared at the 2/15/18 T&PW Committee meeting and was forwarded to Council for review and approval without a recommendation. Section 4 of the report detailed the recommended Permit Parking Zone (PPZ) pilot project to implement in the McMicken Heights/Sue-Linda Neighborhood. A Frequently Asked Question (FAQ) sheet was developed to help respond to specific questions that residents may have. Both the report and the FAQ have been made publicly available on the City's website at this link: <http://www.ci.seatac.wa.us/government/city-departments/public-works/permit-parking-program>

Following presentation and review of the PPP report at the 3/13/18 RCM, staff was directed to reexamine the recommendations in the report due to concerns about high startup as well as ongoing costs associated with the recommended program. Based on feedback and direction, Public works and Police staff has since worked together to develop and evaluate three alternatives: No Action; Low Tech and High Tech. The alternatives are presented in the attached Parking Program Alternatives Assessment Table.

The T&PW Committee is being asked to select an alternative for recommendation to Council. Both Public Works and Police recommend that the High Tech Enforcement alternative be forwarded for approval.

Permit Parking Alternative Assessment Table - 4/18/2018

Program Elements	Current Enforcement		Low Tech Enforcement		High Tech Enforcement	
	Required		Required		Required	
Full Commission Officer (FCO)	X	FCO's would continue to perform work. Emphasis enforcement is an option at overtime rates. Enforcement conducted as infill work only.	X	Officers only used to provide late night parking enforcement on an infrequent or as requested basis.	X	Officers only used to provide late night parking enforcement on an infrequent or as requested basis.
Limited Commission Officer (LCO)			X	Two limited commission parking enforcement officers would be hired to provide enforcement and limited administrative support to the program	X	Two limited commission parking enforcement officers would be hired to provide enforcement and full administrative support to the program
Police Administrative Staff	X	Current levels - very limited administrative work.	X	Some additional administrative support would be required		
Court Administrative Staff	X	Current levels - very limited court activity	X	Court activities surrounding parking tickets would be expected to increase	X	Court activities expected to increase significantly
Signage	X	Additional signage would be installed as needed/requested. Signage is only effective if followed up by enforcement.	X	Additional signage would be installed.	X	Additional signage would be installed
Right of Way Preparation						
License Plate Reader Hardware					X	One LPR required
License Plate Reader Software					X	Software with annual fee required
Enforcement Vehicle			X	One shared parking enforcement vehicle required	X	One shared parking enforcement vehicle required
Permit Tags and associated software			X	Permit Parking could be implemented with this option without using LPR system identified in the High Tech Program		
Program Metrics	Rating		Rating		Rating	
Expandability	1	Parking enforcement is only performed as time allows or if specifically requested. Only way to increase coverage is to hire more officers or thru emphasis parking patrols.	2	Initially expandable to larger area but more limited commission officers would be needed as the program grows	3	Can be expanded rapidly and at little additional cost
Expansion Costs	1		2	To maintain the same service level and expand the program size significantly would require additional LCO positions and another vehicle	3	Costs to expand would not be expected to increase until the program covered more than a third of the City at which point administrative assistance would be required
Resourcing	1	Parking enforcement only performed as needed/required.	1	Personnel and time intensive approach	3	LPR system allows for rapid enforcement sweeps freeing up time for officers to perform administrative and other duties
Enforceability	1	Labor and time intensive to enforce	2	Conventional approach to parking enforcement requires diligence and offers challenges with respect to documentation	3	LPR system allows for rapid assessment and enforcement
Effectiveness	1		3	Approach can be effective	3	Highly effective approach to enforcement
Community Support	1		3	Supported by community	3	Supported by community
Startup Cost	3	No startup costs	2	Cost associated with vehicle purchase	1	High costs due to need for LPR technology, permitting software, and vehicle
Ongoing Cost	3	Operational costs would be commensurate with level of parking enforcement action. Current officer staffing and priorities do not support a robust parking enforcement program	2	Ongoing software costs,	2	Ongoing software costs
Estimated Program Costs (Startup/Ongoing)		N/A		\$220K/\$164K		\$308K/\$207K
Rating System						
	Bad	1				
	Fair	2				
	Good	3				

City of Covington RFP: Mobile Automatic License Plate Recognition System

This proposal is submitted on behalf of Selex ES (dba Elsag). Desiree Dorrie, Western Field Operations Manager, is responsible for and has authority to communicate on behalf of the respondent. Selex ES (dba Elsag) understands that the City of Covington is requesting proposals for an automated license plate reader system for use in a patrol vehicle. Selex ES (dba Elsag) guarantees that the product can be delivered to Covington Police Department by June 29th, 2017.

Selex ES (dba Elsag) is the only LPR company to date to have systems operational for use in all 50 states for both day and night operations. This is in addition to more than 12,000 LPR systems deployed around the globe. The dependable and accurate information provided by the Elsag Plate Hunter, in addition to Selex ES (dba Elsag)'s 24/7 commitment to customer support have made it the preferred LPR technology. No other system comes close to its ease of deployment, capabilities, and accuracy.

Selex ES (dba Elsag)'s ALPR technology is the only ALPR technology that can be linked to the growing HIDTA ALPR network. The HIDTA ALPR network is a law enforcement only, CJIS secured system with a mission to support, local, county, state, and federal LE ALPR agencies willing to share ALPR read data between agencies. In addition, Selex ES (dba Elsag) is the sole provider of ALPR technology to Washington State Patrol via Washington State Patrol Information Technology Convenient-Use Contract K12820.

By including the HIDTA ALPR network in our proposal, Selex ES (dba Elsag) can offer the City an option which saves money and allows access to a larger network of law-enforcement protected data. This proposed solution allows use of the back-office software (EOC) to enjoy complete ALPR data sharing capabilities among participating agency accounts residing on the server.

Selex ES (dba Elsag) takes a great deal of pride in our exceptional reputation for customer service, including our 24/7 help desk. Customer service is something that Selex ES (dba Elsag) believes is crucial to the success of a project, and we work hard to ensure the continued satisfaction of our partners in law enforcement.

Selex ES (dba Elsag)'s ALPR systems are manufactured in the USA to withstand the most extreme environments. Our ALPR systems work day or night in any kind of weather. Our back-office software (EOC) provides an array of analytic tools for the agencies' investigative needs. Detailed information on such features is included in the "system details" portion of this proposal.

For further information on Selex ES (dba Elsag), please visit our website at: www.elsag.com

For further information on the Washington State Patrol Information Technology Convenient-Use Contract K12820, contact information will be provided upon request.

For further information on the HIDTA ALPR network, contact information will be provided upon request.

System Details

GENERAL SYSTEM ARCHITECTURE:

CarSystem consists of the following components:

- A set of LPR cameras,
- A processor or a junction box, and
- The user interface is a computer software program, called the CarSystem, which runs on a Mobile Data Terminal, laptop, or any other onboard computer

CarSystem is fully touch-screen enabled and optimized, meaning that if the vehicle PC/laptop has a touch screen, the icons and buttons are touch screen sensitive. Button and icon sizes have been chosen to maximize touch screen ergonomics. CarSystem application monitors the activity of the LPR cameras connected to the onboard PC. It gives the user a view of the license plates being read, alarms generated by those reads against Lists, and reports the status of the system.

The Enterprise Operations Center (EOC) manages a fleet of Elsag Plate Hunter® mobile LPR units and/or a network of Fixed LPR cameras. The EOC manages the distribution of the wanted plate database to the LPR units and uploads and archives both read and alarm data coming from them (an alarm is created when a license plate is read that matches a plate in the wanted plate database). The EOC software includes a Web site that allows remote access to data.

Figure 1 below describes the general architecture of the EOC. This is a logical architecture. The architecture supports several physical implementations including every module in one server. High volume systems may require a higher number of servers to host the different software modules defined here. The modules are:

- Metadata, such as plate numbers, timestamps, and GPS location are archived into the main SQ Server TRAN database. A SECURITY database stores the user's authentication and permission information. The STAGING database provides a buffer area for messages waiting to be inserted into the main TRAN database.
- A dedicated file system area is used to archive images from the LPR cameras. This can be a simple Drive on local disks or a SAN (Storage Area Network).
- The Aggregator is a software Service based on the proprietary LPRCore communication middleware. Its purpose is to manage communication, receive reads from and distribute Hotlists and other configuration information to the various CarSystems. It also distributes other data stored in the STAGING database to the Injector.
- The Injector is a software service based on the proprietary LPRCore communication middleware. Its purpose is to communicate with the Aggregator service and manage the data in the SECURITY and TRAN databases. The Injector is typically installed on the web server machine.
- The EOC is a Web site (that is, a web app) that runs on the Microsoft IIS web server. In general, the users interact with the Web app, which retrieves and/or edits data in the TRAN or SECURITY database. Edits made to the data in these databases are then transmitted to the Aggregator by the Injector in near real time. The Aggregator receives those changes, integrates them into the STAGING database, and then distributes them to any remote systems that have subscribed to receive changes to that type of data.

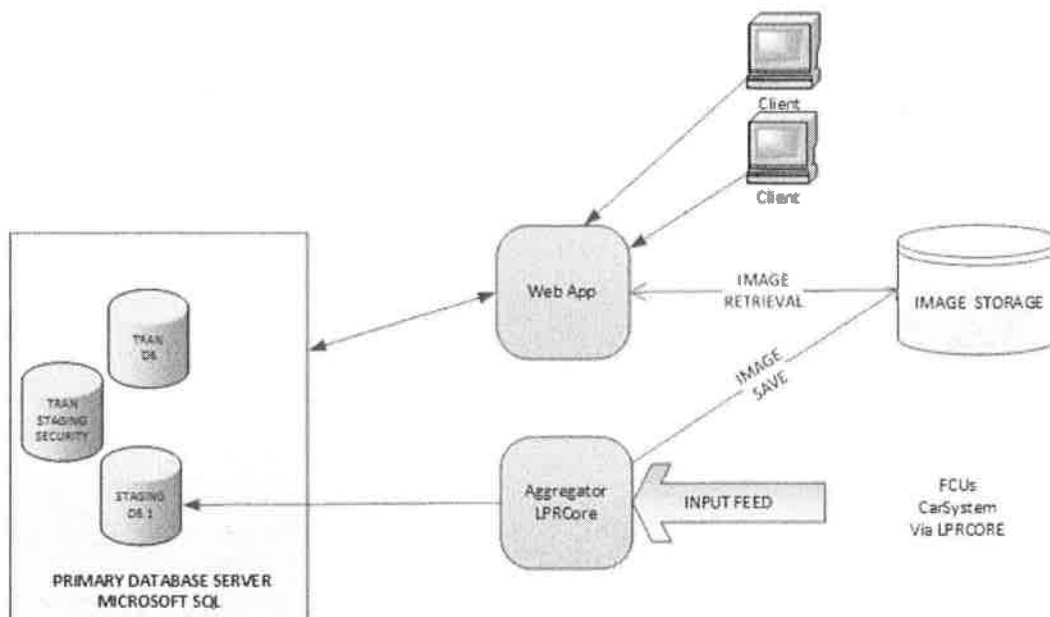


Figure 1 — General System Architecture

SYSTEM DETAILS:

a. Cameras:

Selex EX (dba Elsag) proposes a 2-camera system, please see attached *EPH M6 Comprehensive Specification Sheet-A (pg 5-18)*

- ✓ Compact low profile cameras with undercover mounts
- ✓ Variable light conditions cameras
- ✓ Waterproof and impact resistant
- ✓ All wiring, cables, and equipment necessary for operational system

b. Hardware:

Selex ES (dba Elsag)'s solution includes all necessary hardware and access to the HIDTA ALPR database, please reference attached *EPH M6 Comprehensive Specification Sheet-A* and *ELSAG-MOBILE-M6 (pg 19-20)*

- ✓ Mobile ALRP Processor with solid state drive and all necessary wiring, cables, and equipment necessary for operating system
- ✓ Dash mounted touch screen display or laptop connection
- ✓ Ability to either utilize ALRP server operated by Auburn Police Department or access to a hosted database

c. Software:

Please reference the attached ELSAG-EOC brochure for an overview on Selex ES (dba Elsag)'s back office software. (pg 21-22)

- ✓ Software to include all applications necessary to operate the complete system

- ✓ Software to include camera control package, hot-list management and reporting capabilities
- ✓ Software to be the latest available version

d. Services:

Hardware and software installation is included with Selex EX (dba Elsag)'s proposal.

- ✓ The first year of hardware and software coverage is included for free. The cost for subsequent years is included in the price sheet
- ✓ Unlimited technical support and software maintenance, fixes, patches, upgrades, and utilities per the product license agreement – this is included for as long as the system is under warranty (see attached *ELSAG Extended Warranty Terms and Disclosures pg 23-24*)
- ✓ Make unlimited searched for whole or partial license plate numbers.
- ✓ Capable of generating data reports

PRICE SHEET:

ITEM	PART NUMBER	DESCRIPTION	COST
Elsag Plate Hunter M6-2	140012	Complete system including two ALPR cameras, required cables/mounts, and processor box	\$11,500.00
Tech Dispatch	210020	Dispatch of Elsag technician for hardware/software installation	\$1,250.00
EOC Operation Center License 5.X	510322-5.X	One-time software license fee, nonrecurring cost	\$1,275.00
EOC Initial Configuration	210022	Setup of agency domain, hotlists, users/permissions	\$1,250.00
Hardware + Software Extended Warranty Coverage	520001	System is eligible for hardware + software coverage for years 2, 3, and 4. Cost is \$1,720 per year of coverage	\$5,160.00
Software Support	520004	For years 5 and beyond, system is only eligible for software coverage – standard cost is \$995 per year, listed cost is volume discount for HIDTA ALPR Network	\$500
Sales Tax 8.6%	N/A	N/A	\$989.00
TOTAL (see attached quote 14458)			\$21,924.00

pg 25-27

For any questions or if additional information is needed, please contact:

Desiree Dorrie
 Western Field Operations Manager
 Cell: 970-560-7990
 Email: desiree.dorrie@elsag.com



ELSAG Plate Hunter M6 LPR System

License Plate Recognition



Figure 1: M6 Camera



Figure 2: Roof Mounted M6 Camera

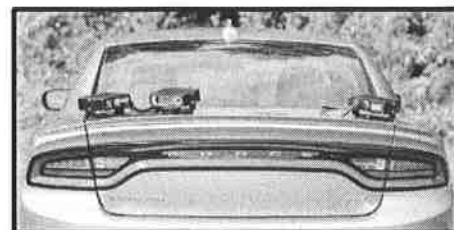


Figure 3: Trunk Mount 3Camera M6 System

The M6 Camera System can be deployed as a permanent or transportable plate reader system.

The product is suitable for:

- All vehicle makes and models.
- Compact design allows the ALPR to fit in light bars on top of patrol cars or as a standalone unit attached by magnetic clips. Unit is easily and rapidly transferable to a variety of police vehicles.
- Processor unit is the size of a small box for easy storage in trunk of a vehicle.
- The EPHM6 License Plate Reader requires less than 30W of 12V DC to function.

The all-weather enclosure contains two cameras: a B/W camera (with one IR illuminator) and one color overview camera. The B/W camera connected with an IR illuminator is designed to tackle variations of lighting conditions, from night to full sunlight.

For each plate read, the ELSAG Plate Hunter system provides:

- Black & white close-up photo of plate (from which the OCR Optical Character Recognition is done)
- Color overview photo of car and surrounding scene
- GPS Coordinates and mapping to show location that the plate was scanned
- Time and Date stamp

ELSAG is a division of Selex ES, Inc. a Leonardo Company

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EPHM6 Camera Specifications

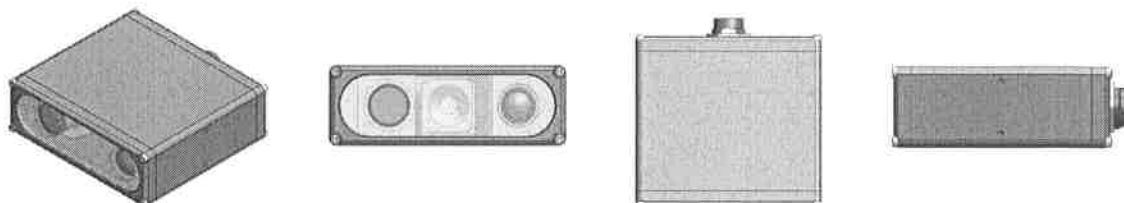


Figure 4: M6 Camera Views

M6 CAMERA SYSTEM SPECIFICATIONS	
B/W CAMERA	1280 x 1024 Monochrome CMOS Sensor (1 1/8")
Color Camera	1280 x 1024 Color CMOS Sensor (1 1/8")
Optics Interface	C Mount B&W, S Mount Color
IR Illumination	740nm LED illuminator synchronized with camera shutter, (870nm optional)
Camera Interface	Proprietary 23 pin Military grade connector IP67 rated
Camera Communication Protocol	LVDS Digital Interface
Optics	25mm, 16mm, 12mm (Black/White reading camera)
Operating Temperature	-40 - 60°C (-40 - 140°F)
Environmental	Internal Heater
Housing Protection	IP67
Operating Humidity	10-90% non condensing
Overall Size	53mm x 145mm x 160mm (without base) 2.09" x 5.75" x 6.31" inches (without base)
Camera Weight	2.5 lbs/1.14 kg (without base)
Camera Base Options	Magnet Mount, Hedley Mount, Clicker Base Mount, Permanent Bulkhead Mount, Whelan Lightbar Interface Mount, Explorer Roof Mount
Safety Feature	Class 1 Illuminator, EN60825-1



EPHM6 Processor Unit

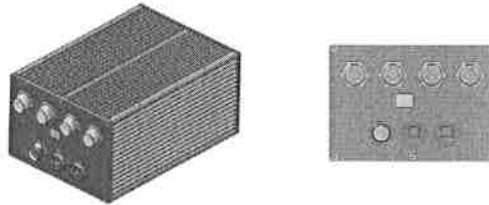


Figure 6: Two Camera Processor

M6 PROCESSOR SPECIFICATONS	
Processing Board	LINUX based RISC processor
Input Power	12 V from vehicle battery and ignition key 12 V signal
Interfaces	4 Camera, 1 Power, 2 Ethernet Mil-spec IP67
Housing Protection	IP58
Network Switch	100 Mbit fast Ethernet adapter
Data packet	For each Read system generates; <ul style="list-style-type: none"> - Read License Plate String - Date-Time Stamp - GPS Coordinates - Camera Identifier - JPEG compressed Grayscale and color overlay JPEG of the plate
Optical Character Recognition Training	Regionalized OCR optimization
Operating Temperature	-40 - 60°C (-5 - 140°F)
Operating Humidity	10-90%
Processor Dimensions	216 x 292mm x 152mm 8.5" x 11.5" x 6" inches
Weight	5.9kg (13 lbs)
Vanity and Special Plates	A special algorithm allows reading non-



	structured vanity and special plates.
Non-reflective plates	An enhanced power illuminator and special low-contrast algorithms allow system to achieve accurate results where non-reflective plates are in use.
Red ink character plates	IR Illumination unique wavelength allows the system to have accurate results on red ink plates where higher wavelength IR cameras fail to get the necessary contrast.
Software Suite	CD ROM includes <ol style="list-style-type: none"> 1. Touch screen enabled on-board User Interface with live display of plate reads, alarms management, Hot List management, shift reporting, and data export. 2. Fast bulk-loading hot list software (from USB thumb drive)
Documentation	Software Installation Manuel and User Manual

EPHM6 Camera Cables

Cable SPECIFICATIONS	
Connector	23 Pin Military Grade, IP67 rated
Cable	Proprietary 22 Conductor Composite Cable, Jacket-Black Poly Urethane
Dimensions	Connector: 1.2 dia." (30.4mm) (both ends) Cable: .35" x .55" (9mm x 14mm) multiple lengths available

EPHM6 Global Positioning System Antenna

ANTENNAE SPECIFICATIONS	
Interface	USB
Datum	WGS-84
GPS protocol	NMEA or Garmin
Data Rate	4800 bps



EPHM6 CarSystem 6.0 Software Suite



CARSYSTEM SOFTWARE SPECIFICATONS	
Operating System Capability	All released versions of Microsoft Windows 7/8 operating systems.
Connectivity	The system is capable downloading Hot-List data files and uploading LPR Detection and Hot records via the following methods: <ul style="list-style-type: none"> • 802.11 Wi-Fi • Cellular
Buffering	All records are buffered if connectivity to the server is interrupted. Once connection is restored, all data transactions that occurred during the interruption are updated in the order of their priority.
Comprehensive Search Utility	Search mechanism enables the operator to search manually: all vehicle detection records, all Hot List records, and/or all Hit activities. Searches can be performed using partial license plate entries
Custom Note Capabilities	The system allows operators to add customized notes to all records and upload them to the server for use by all other operators
System Integrity and Change Tracking	Each record is dealt with as precious information that should never be lost under reasonable operating conditions. The database engine allows for data changes to be made as an atomic operation, which protects against any data corruption as a result of sudden power loss or temporary storage hardware failure. Protection for committed data will also be provided by the database page checksums. Changes are tracked via history tables in the database. This is done for replication to the server database, for auditing purposes, and for



	record integrity. Changes/audits are searchable on the server and maintain their own retention logic settings.
Data Transmission	The central server has a persistent connection to all in-car systems. Immediately on any change applicable to a particular system, the server transmits updates to Hot Lists and receives all new Reads and Alarm records generated by the in-car system. The communication uses history tables in the in-car system's database to determine what changes must be transmitted between the two systems.
Alarm Notification	<p>While the in-car system is communicating with the server, it transmits all Alarms and Reads to the server. When the server receives an Alarm, and as it processes each Alarm, it checks to see if the Alarm is of a type that requires an email address for notification. If it is, it generates and transmits an email with the Alarm information to that email address.</p> <p>Additionally, whenever an alarm occurs, if the ELSAG Tactical Operations System is running in conjunction with CarSystem, it will send a simultaneous notification to the dispatcher and to other vehicles that are subscribed to that event.</p>
Filtering	Hot lists can be filtered by location (geo-fencing) or by any other search parameter. Hit visibility is determined based on access levels to the particular agency containing that list and the user's current agency
Data Queuing	<p>All data records in queue waiting for transmittal are prioritized by type. A hit's text data, followed shortly by its image data, is always sent before anything else, except confirmations of data received (when in full duplex operation).</p> <p>Additionally, large objects like images, are sent in chunks so that they can be interrupted immediately in case of very high priority data such as hits to be sent. Interrupted transfers will continue where they were left off once network connectivity returns and/or the critical priority data has completed transmission.</p>
Log-In Credentials/Authentication/Privileges	The system allows any number of operators to log into the in-vehicle system. The system administrator controls login credentials. The administrator can set a user's privileges in such a way that they may or may not customize the default settings of certain in-car system



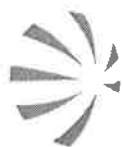
	<p>features.</p> <p>The system provides each user a unique account. Each account has a user-modifiable profile associated with it. The profile allows the operator to choose the default settings for things like type of alarms that will sound, display language, volume settings, etc.</p> <p>After completing operator authentication, the in-car system will communicate with the central server and synchronize the Hot Lists on the car so that the in-car database contains data only for those Hot Lists that the operator has access to.</p>
<p>Collection and Retention of LPR Data</p>	<p>The system currently captures the following information when a license plate is read:</p> <ul style="list-style-type: none"> • The date/time the image was taken; • The date/time the read was recorded in the database; • The ID of the user who was operating the vehicle; • The ID of the organization that owns the record; • The license plate as read by the camera; • The state of the license plate, as determined by the camera; • The country of the license plate, as determined by the camera; • The camera's confidence in the read, on a scale of 1 to 100; • The ID of any Alarm group that was generated from this read; • The latitude of the car's position at the time the read was generated; • The longitude of the car's position at the time the read was generated; • The error radius associated with the car's position; • The car's east to west speed; • The car's north to south speed; • The ID of the group associated with the data owner <p>Each license plate read occupies up to 140 bytes, plus the images. A color overview image occupies about 40K bytes on average while a black and white plate image occupies about</p>



	<p>12K on average. That gives a total of about 53K bytes on average per read.</p> <p>The individual read records are maintained in the in-car system's database for a period of time that is set by the system administrator. The retention period can be set to any length desired. Removal of data from the server takes place in the order of oldest records first.</p>
Connection Between CarSystem and Servers	<p>The in-car software periodically connects to the central server automatically and checks for updates to Hot Lists. The update frequency can be configured by the system administrator.</p> <p>The in-car system connection to the server is constantly being monitored and displayed to the user. It also allows the operator to send test messages to the server at any time to ensure proper communication.</p>
Alarm Stacking	<p>After receiving a read from one or more cameras, the in-car system checks for Hot List matches automatically, no matter what the operator is doing with the front-end software. Each match raises an Alarm; all alarms are "stacked" until the operator acknowledges them or they time-out.</p>
Camera Displays	<p>The in-car system can display up to four (4) camera views on the same screen at once. Each view can be toggled between color and IR images and will display a live stream of the reads and data coming from that particular camera.</p>
Alarm/Hit Screen Display	<p>The system Alarm or 'Hit' Screen includes:</p> <ul style="list-style-type: none"> • Hot-List alert name or type • The Hot-List source name (i.e. US-NCIC, CA-DOJ, etc.) • Includes date the Hot-List record was created or made active • Two images – color overview of vehicle & infrared of license plate • Each image shall allow user to view in full screen via double click • OCR interpretation of plate • GPS coordinates for location • Narrative comment text, Hot-List notes available • Registered Owner • Vehicle parameters (i.e. make, model, color, etc.) • Camera designated name that scanned



	<p>matching vehicle</p> <ul style="list-style-type: none"> • Detection rating to allow the User to: • Designate if read is correct/incorrect • Correct plate read if incorrect
GUI Operation Indicators	<p>The system GUI provides the following operational status indicators to alert the operator when an error or failure has occurred within the system.</p> <ul style="list-style-type: none"> • Wireless connectivity status between system and ALPR server is either connected or not connected with reason code • GPS satellite signal status indicating if properly receiving with live coordinate display or if not receiving signal with reason code • ALPR camera status of both color and infrared cameras indications if system is receiving video or not receiving video with reason code • ALPR processor status indicating if ALPR processor is properly functioning or if not functioning with reason code
Manual Hot-List Entry	<p>Assuming the administrator has given the necessary permissions, an operator can enter a Hot List record that includes:</p> <ul style="list-style-type: none"> • License plate number • State of registration • Alert Name w/ priority status • Up to three custom note fields with titles • Up to 255 character vehicle comment with subject • Set an expiration time period for the Hot-List record to remain active. Subsequent to the expiration date, the Hot-List record shall automatically be rendered as inactive • Distribution to all ALPR systems, server, recorded in the database (and made available to Users with appropriate permissions) and then automatically redistributed through the ALPR network to allow all ALPR systems to receive the Hot-List record as an active target vehicle in which to alert upon.



	<ul style="list-style-type: none">• Notify (via an alert) the user who entered the record prior to the expiration date.
System Response Time	The system compares a captured plate against multiple large databases comprising of more than 3,000,000 records with a less than 2-second response time.
GUI Light Setting Modes	The system GUI is available in both a daytime and nighttime modes that is selectable by the operator if permission is granted by the system Administrator. Nighttime viewing mode decreases the light emitted from the screen during dark nighttime conditions.



View of Camera

Camera Size:

- Standard 12mm (covers 12 feet wide by 15 feet long or 3.6 meters by 4.5 meters) and 16mm (covers 12 feet wide by 24 feet long or 3.6 meters by 7.3 meters). Only one camera on the right is required to perform all plate reading missions including adjacent lanes or parked vehicles (90° or diagonal or parallel parked).

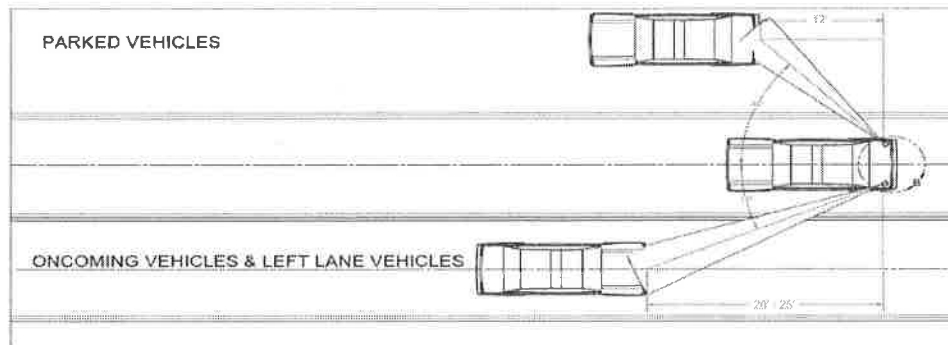


Figure 7

- Camera Range

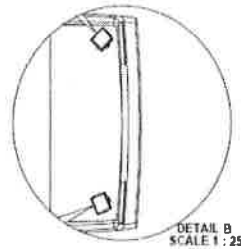


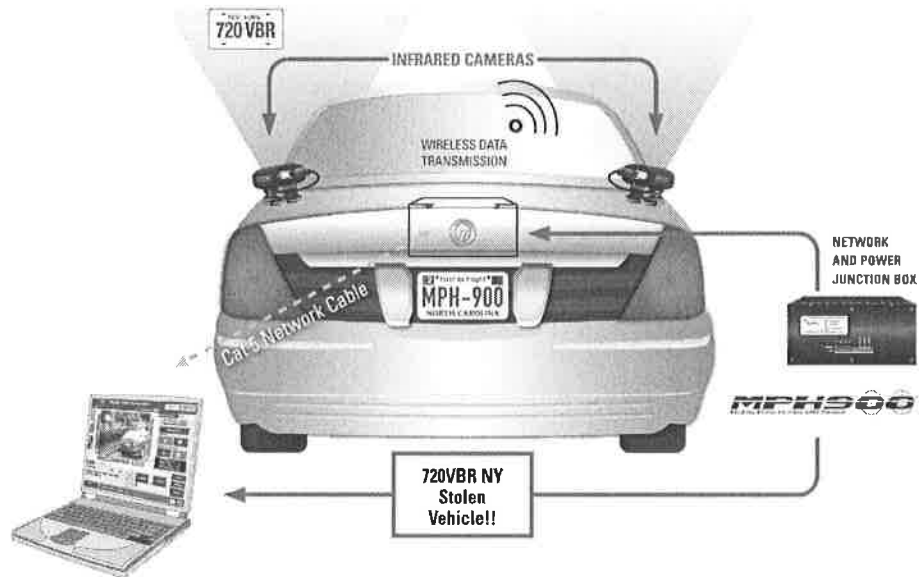
Figure 8- A two camera configuration with trunk mount



Figure 9 - Camera Snapshot comparable to competition.



How It Works



- Infrared cameras read plates of parked and moving vehicles across 4 lanes of traffic.
- Processor Box compares data with Hot List records of suspect vehicles
- Wireless connectivity sends images to software uploaded on Mobile Data Terminal (MDT).
- Alarm sounds when suspect vehicle is passed.



MDT



Compatibility with on-board PC or Mobile Data Terminals

The LPR cameras need an on-board PC to host the user interface.

It is usually possible to utilize existing Mobile Data Terminals (MDT) if they comply with the following minimal requirements

The computer on which you install Car System must meet the following requirements at a minimum:

- Intel® Core™2 Duo CPU with at least 2 GB RAM
- 800X600 minimal display Resolution
- 5 GB hard disk space available (more HD space is required for longer retention locally on the PC)
- LAN data port for connecting the PC to the Processing Unit (the Unit must have STATIC IP addresses); if an on-board LAN is already present, a switch port must be available and the IP address of the unit can be adapted for the existing IP class. If a firewall is present, UDP and TCP traffic shall be enabled between the PC and the Unit.
- 1 open USB 2.0 port
- Windows 7 or higher
- The Hot List is a standard TXT file and must be generated by the User. The hot list file is the database of the wanted plates and shall be downloaded onto the on-board PC by means of a USB memory stick. It is also possible to download the Hot List wirelessly by means of Wi-Fi or cellular broadband.
- The on-board MDT may be optionally touch screen enabled
- GPS devices, compliant with NMEA 0183 version 2.0 or later, can be installed on any serial (COM) or USB port; if available all the read license plate could be associated to a location for further analysis.

Operations Center Software Suite – Enterprise Operations Center (EOC)

(to be ordered as a separate item)

When a fleet of cars are equipped with MPH™900 or if it is preferable to have a separate workstation placed in an office environment for after action analysis, the optional Operation Center software is the right solution. Wireless communication capability allows automatic Hot List download and mission data upload. An LPR unit that maintains a wireless connection to the EOC will receive an automatic data download to include the most up to date hot list.

The EOC provides archiving of all the collected data (both alarms and normal reads) as well as database search functions. An included mapping module allows the system to display alarms and reads on a map.

Cellular high-speed networks are supported.

Wireless network deployment and installation is not included. The design of the wireless network can be provided as a separate service.

Not Included:

OP-Center Server PC with the following minimal requirements.

This Server configuration example below is for less than 5 mobile units and data storage for up to 6 months. If the requirements exceed these constraints the Server specification must be evaluated on a case by case basis and a hardware sizing guide is available.



SERVER	
Functions	Aggregator, Trans DB, Staging DB, Web Service, Image Storage
Minimum	Intel i7 Quad Core
Recommended	Intel Xeon Dual Core
RAM	
Minimum	16 GB
Recommended	32 GB
Hard Drive	
OS	7.5k RPM, 100GB (page.sys located here)
IMAGES	7.5k RPM, 100GB to 750GB/yr *See Capacity Planning Worksheet
SQL	7.5k RPM, *See Capacity Planning Worksheet (meta data storage - no images)
Software	
OS	
Minimum	Windows Server 2008 R2 64bit version, Windows 7 Professional 64bit
Recommended	Windows Server 2012 R2 64bit version
SQL	Microsoft SQL Server 2008 R2, or 2012 or 2014 (any version) 64bit versions
.NET	
Minimum	.NET 4.6 required
Recommended	.NET 4.6.2

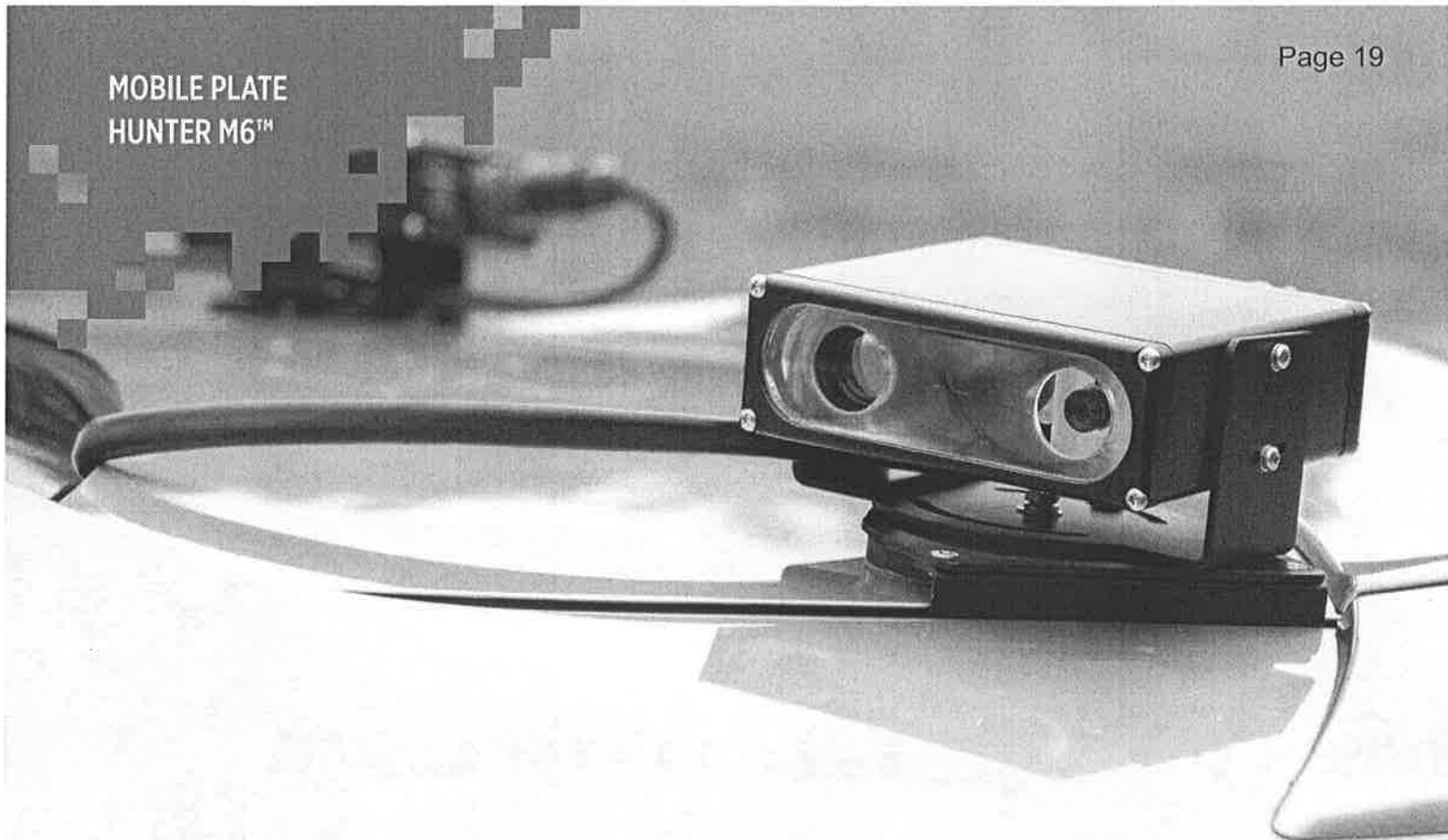
Custom Hot List Input Format

Adaptation software will be provided to convert any kind of input text file into the proprietary system format.

Maintenance and Support

Warranty Year 1	Included
On Site Training	Included
Phone Support	Included

**MOBILE PLATE
HUNTER M6™**



ELSAG INTRODUCES THE 6TH GENERATION MOBILE PLATE HUNTER M6™ ALPR CAMERA

ELSAG'S MOBILE PLATE HUNTER M6™ AUTOMATIC LICENSE PLATE READERS ARE THE MOST ADVANCED AVAILABLE, AIDING LAW ENFORCEMENT WITH PUBLIC SAFETY MISSIONS LIKE RECOVERY OF STOLEN VEHICLES AND LICENSE PLATES, IDENTIFICATION OF UNLICENSED DRIVERS, COLLECTION OF DELINQUENT TAXES/FINES, AIDING HOMELAND SECURITY AND AMBER ALERTS, PLUS MUCH MORE. THE NEW M6™ COMBINES OVER 20 YEARS OF HARDWARE AND SOFTWARE DEVELOPMENT WITH THE MOST ADVANCED ELECTRONICS AND SENSORS AVAILABLE TODAY. THE REDESIGN NOT ONLY IMPROVES PERFORMANCE BUT ALSO REDUCES THE OVERALL COST BY 25%.

THE DESIGN FEATURES OF THIS NEW CAMERA INCLUDE:

- Latest CMOS Sensor Technology
- Higher resolution cameras at 1280 x 1024 while the previous generation was only 640 x 480
- Field of view expanded by 30%
- Improved color accuracy and resolution of the color overview image
- Cameras are 10% lighter
- Improved and integrated power conditioning with a configurable delay timer
- Lower power consumption at 15w for 2 cameras
- Lower overall cost

THE PLATE HUNTER M6™ IN ACTION

DIGITAL AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS ARE ATTACHED TO THE BODY OF THE PATROL CAR OR ATTACHED TO INFRASTRUCTURE LIKE A UTILITY POLE, SIGN GANTRY OR TUNNEL ENTRANCE.

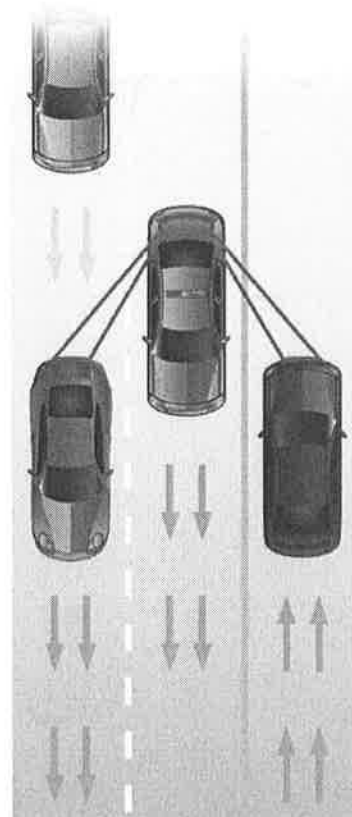
- 1 Officers on roadways use cameras to scan plates of passing cars or data from fixed cameras is sent to the EOC.
 - Cameras can read plates from fast-moving vehicles.
 - Locations and times of captured plates are stored.
- 2 An infrared camera captures images of each plate and a color camera captures overview images of each vehicle.
- 3 A computer reads the plate characters and compares them with a hot list.



000-01T8

Database
Y01-N010
000-01T8
P93-F6L4
400-591T

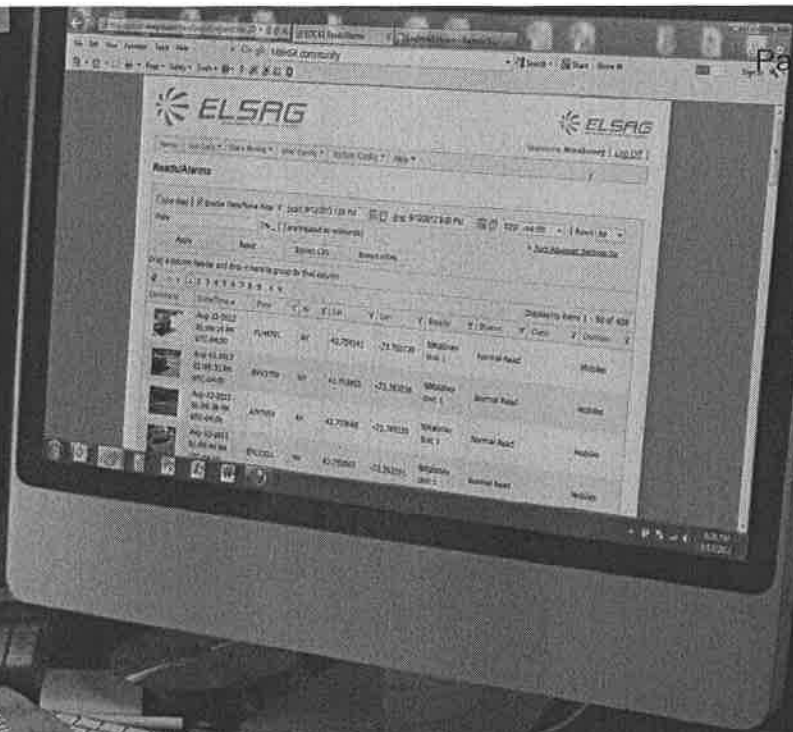
- 4 Officers are alerted of a match.



Cameras can also scan in parking lots.



ENTERPRISE OPERATIONS CENTER™ (EOC)



ENTERPRISE OPERATIONS CENTER™ (EOC) DATA MANAGEMENT SYSTEM IS DESIGNED FOR THE FUTURE OF ALPR

ELSAG's back office operations center, the Enterprise Operations Center™ (EOC), is the brain that manages the Plate Hunter ALPR intelligence assets. The EOC gathers all ALPR data coming from an entire fleet of Plate Hunter M6™ mobile ALPR units and/or a network of Plate Hunter F2™ fixed ALPR systems. It offers strict data security, grants multi-level access to data and facilitates user auditing so all EOC user activity is

transparent. All ALPR data collected from fixed and mobile systems can be uploaded to the EOC server and archived for future queries and analysis. The EOC also manages the distribution of law enforcement databases, such as hot lists and white lists, to ALPR systems in the field. The EOC software includes a website that allows remote access to data by authorized users.

FEATURES OF THE ENTERPRISE OPERATIONS CENTER™

- Permissions at domain, group and user levels
- Audit trail for visibility of data sets and use of system
- Mapping with cross street locations
- Hot list manager limits visibility of specific hot lists
- Easy process for adding cameras
- Detailed reporting





ELSAG ALPR Systems - Main Office
 205 H Creek Ridge Road
 Greensboro, NC 27406
 Tel +1-877-773-5724
 Fax +1-336-379-7164
 Support Line: 1-866-9MPH900

7 Sutton Place
 Brewster NY 10509 USA
 Tel. +1-845-278-5425
 Fax +1-336-379-7164

EXTENDED WARRANTY TERMS AND CONDITIONS

ELSAG ALPR SYSTEMS

LIMITED HARDWARE WARRANTY COVERAGE

Selex ES Inc., d/b/a ELSAG, warrants this Hardware Product against defects in design, materials and workmanship under normal use in accordance with the specifications and documentation for the agreed upon "Warranty Period". If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, ELSAG will either (1) repair the hardware defect at no charge using new or refurbished replacement parts, or (2) exchange the product for a new or refurbished Product of equivalent function, at its sole discretion.

EXCLUSIONS AND LIMITATIONS TO THE HARDWARE WARRANTY

ELSAG does not warrant that the operation of the Product will be uninterrupted or error free.

This Warranty excludes all of the following:

- a) errors or defects resulting from service by persons or entities other than ELSAG, errors or defects caused by modifications to the Product (including upgrades and repairs) by someone other than ELSAG or a ELSAG Authorized Service Provider;
- b) any Product which has been breached or opened (camera and trunk box/processing unit) by someone other than ELSAG or its Authorized Service Provider;
- c) compatibility with third-party hardware or software environments and errors in such environments such as may be caused by the installation or use of ELSAG Products;
- d) pre-existing conditions in the installation environment or vehicle, including those that may prevent proper operation of ELSAG Products (e.g. network connectivity problems);
- e) to damage resulting from accident, abuse, misuse, or introduction of foreign materials into the Product;
- f) products that have been repaired or modified by anyone other than ELSAG or its Authorized Service Provider;
- g) any and all damages resulting from failure to follow the manufacturer's instructions;
- h) third-party actions (i.e., fire, collision, vandalism, theft, hardware or software removal);
- i) acts of war or acts of God;
- j) damages from battery leakage or from improper use of or connection to any electrical source;
- k) cosmetic or non-critical defects of the case or frame of the Product or of any non-operating parts, including decorative parts;
- l) damage to the Product covered by an insurance policy (in such a case, this Warranty will cover any portion of an applicable deductible that applies to repair or replacement of the covered ELSAG Product(s), subject to the terms of coverage and exclusions set forth herein);
- m) preventative or routine maintenance; reinstallation of hardware or software, except as a result of a defect; normal software administration;
- n) modifications to hotlists or hotlist-related scripts;
- o) any damage which is not reported during the Term of this Warranty;
- p) costs associated with the installation, removal or reinstallation of the Product, including, but not limited to, road closures, permits, escorts, equipment rental;
- q) consumable parts, such as batteries and cables;
- r) camera lens glass breakage due to impact or vandalism.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, ELSAG SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF ELSAG CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ELSAG IN ITS SOLE DISCRETION.

No ELSAG reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

ELSAG's maximum liability under this Warranty, whether in contract, tort (including negligence or strict liability), or otherwise, shall be the cost of repair or replacement of the affected Products.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PROVIDED BY LAW, SELEX ES (D/B/A ELSAG) IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF DATA, WHETHER OR NOT ELSAG IS OR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

For technical support or to arrange for service on your ELSAG product, call our toll-free 24-hour hotline at 1-866-9MPH900.

RETURN & RESTOCKING POLICY

ELSAG takes our client satisfaction very seriously. We understand that, at times, clients may not be completely satisfied with their purchase of our products. We will accept returns under the following conditions:

- The customer is to call ELSAG Support at 866-967-4900 to request a Return Authorization Number.
- The returned equipment must be shipped back to ELSAG within 14 days of the Return Authorization Number request.
- New, unopened systems (if shipped within 60 days) can be returned. A 10% restocking fee will be charged.
- Lightly used systems in excellent physical condition (if shipped within the last 120 days) can be returned. A 25% restocking fee will be charged. Used systems with light physical wear (if shipped within the last 120 days) can be returned. A 35% restocking fee will be charged.
- Refunds will be applied against the outstanding balance upon receipt of payment (if there is an outstanding balance).
- Returned equipment shipped at customer expense.
- Damaged equipment may not be returned.

ELSAG ALPR SYSTEMS

LIMITED SOFTWARE WARRANTY COVERAGE

(a) Selex ES Inc., d/b/a ELSAG ("Licensor") warrants that the Software, without Modifications, will substantially conform to the Related Materials for the agreed upon "Warranty Period". Licensor does not warrant that Licensee's use of the Software and Related Materials will be uninterrupted or that the operation of the Software will be error-free or secure and hereby disclaims any and all liability on account thereof.

(b) If a Software defect arises and a valid claim is received within the Warranty Period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's discretion, be one of the following:

- (i) Licensor may attempt to correct or work around Errors;
- (ii) Licensor may replace the Software and Related Materials;
- (iii) Licensor may refund to Licensee the license fees, or part thereof, paid to Licensor upon return of the Software and Related Materials to Licensor or its authorized distributor.

(c) THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR CONDITION MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE BY LAW ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

If the media containing the Software is subject to accident, abuse, or improper use, or if Licensee makes any prohibited modifications to the Software during the warranty period, or if Licensee violates any term of this Warranty, then this warranty shall immediately and automatically terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than which the Software has been designed or from what the Licensor has recommended.

UPDATES AND UPGRADES

For the purposes of this Warranty coverage, an "update" is defined as an incremental software fix to a current software version, whereas an "upgrade" is defined as the release of a newer software version containing substantive functionality changes.

Provided that Licensee is in compliance with the terms and conditions of the License Agreement, Licensor agrees to make available to Licensee all updates, upgrades, improvements, and enhancements for the Software, if any, at no charge for the Warranty Period described above and then at the then updated fee schedule thereafter. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such upgrades, updates, improvements or enhancements. Licensee must remain in warranty coverage to receive the upgrades and updates. Lapse in warranty coverage will terminate Licensor's obligation to provide updates and upgrades. Software upgrades may result in additional service fees.

EXCLUSIONS AND LIMITATIONS TO THE SOFTWARE WARRANTY

This warranty does not apply to: (a) costs associated with the installation of the software; (b) incompatibility with other software; (c) user access restrictions; or (d) patches to existing software versions when a newer version is available.

SERVICE AGREEMENT TERMS AND CONDITIONS.

1. **General.** These general terms and conditions shall apply to all service provided to Customer by Selex ES Inc., d/b/a ELSAG. Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by ELSAG to Customer ("Supplement"). Customer's submission of a purchase order or acceptance of service shall be deemed acceptance of these General Terms and Conditions and those set forth on applicable Supplements to the exclusion of any additional or different terms or conditions on Customer's purchase order, even if such order is expressly made conditional on ELSAG's assent to such additional or different terms.
2. **Agents.** ELSAG may appoint third parties to act as its agents in performance of its service obligations under this Service Agreement. All references herein to ELSAG shall be deemed to include such agents of ELSAG.
3. **Term.** The effective date of the initial term of service coverage shall commence with the initial installation of the product.
4. **Telephone Support and Remote Diagnosis.** To ensure that the product is repaired as quickly and efficiently as possible, Customer must work cooperatively with Selex Telephone Support to attempt to repair the product remotely upon their request. Such remote access may require that Customer establish an Internet connection, and to enable connectivity via services used by ELSAG such as LogMeIn Rescue, or a mutually agreed upon means of connectivity. If remote diagnosis and repair are not possible, the equipment may be returned to ELSAG for factory diagnosis and repair, or ELSAG may dispatch a technician to the site for an additional fee at Customer's request.
5. **Shipping.** For the repair or replacement of hardware under Warranty, ELSAG agrees to pay related shipping costs, including any insurance coverage.
6. **Indemnity.** ELSAG shall indemnify and hold Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of ELSAG while on Customer's premises.
7. **Confidentiality.** ELSAG recognizes that during the performance of service hereunder, ELSAG may be exposed to information of a confidential nature relating to the business of Customer. ELSAG agrees to hold such information in confidence for Customer to the same extent ELSAG provides for its own information and not to disclose such information to any other party without the prior written consent of Customer.
8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL SELEX ES D/B/A ELSAG BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF ELSAG HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**
9. **Waiver.** Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
10. **Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of ELSAG.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina without regard to the conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in Greensboro, North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
12. **Replacement Parts.** In the maintenance of any product, ELSAG may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of ELSAG. ELSAG, at its option, may request the return of these parts.
13. **Coverage Eligibility.** Products that have been continuously covered by an ELSAG Warranty are eligible for immediate coverage under this Agreement. Other products will be eligible for coverage only if they meet ELSAG's specifications. At Customer's request, ELSAG may bring the product up to specification at ELSAG's then current rates for parts, labor and travel so that the product will be eligible for coverage.
14. **Fees.** Fees for service, if not covered by purchase contract or warranty, shall be as stated in a quotation and shall apply only to the products specified therein.
15. **Taxes.** Service fees are exclusive of all state/provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by the Customer, unless a valid exemption certificate is furnished by Customer.
16. **Invoices and Payment.** Customer shall pay amounts invoiced within 30 days from the date of invoice, unless invoice specifies otherwise. ELSAG may withhold service if Customer fails to make any payment when due.
17. **Lawyer's Fees.** If litigation or collection is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs, including lawyer fees and collection costs.

QUOTE

Prepared By: Desiree Dorrie desiree.dorrie@elsag.com
Phone: 970-560-7990

Please include the quote number on your purchase orders and email them to sales@elsag.com for processing

Quote#: 14458	Quote Date: 5/30/2017
Funding Source:	Quote Expiry Date: 8/28/2017
Grant Details: WATPA Auto Theft	Requested Delivery Date: 7/29/2017
Payment Method:	Rate Sheet: Base Price
Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro	

Contracts: GSA Schedule 84 Contract #GS07F0004Y

Comments: Quote is for one 2-camera LPR system connected to WA domain on Houston HIDTA. Installation and training included. First year hardware and software coverage included at no charge. Years 2-5 are also included.

Bill To:	Covington Police Department - WA 16720 Southeast 271st Street Suite 100 Covington, WA 98042 United States	Ship To:	Covington Police Department - WA 16720 Southeast 271st Street Suite 100 Covington, WA 98042
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Product Qty	Product/Service	Unit Price	Amount
1	140012 - ELSAG Plate Hunter M6-2	\$11,500.00	\$11,500.00
	<ul style="list-style-type: none"> (1) 421834 - M6 Trunkbox, 1-2 Cameras (1) 410917 - Garmin GPS Antenna (1) 410052 - Ethernet Cable Shielded 25 ft (1) 413083 - M6 Trunkbox Mounting Plate (1) 421804 - M6 Cam 16mm 740nm (1) 421813 - M6 Magnet Multi-Mount (1) 412519-16 - 16ft Flat Transportable Camera Cables (1) 421803 - M6 Cam 12mm 740nm (1) 421813 - M6 Magnet Multi-Mount (1) 412519-16 - 16ft Flat Transportable Camera Cables (1) 413048 - M6 TRANSPORTABLE POWER CABLE, NO OPUS (1) 412995 - Packing Foam Insert (1) 510033-CSC - Car System Version 6.X - EOC Connected 		
1	210020 - Tech Dispatch <i>installation by Elsag technician</i>	\$1,250.00	\$1,250.00
1	510322-5.X - EOC Operation Center License 5.X <i>one-time software license fee per system, NONRECURRING</i>	\$1,275.00	\$1,275.00
1	210022 - EOC Initial Configuration <i>setup of agency domain/hotlists/etc - NONRECURRING</i>	\$1,250.00	\$1,250.00

Product Qty	Product/Service	Unit Price	Amount
3	520001-Mobile 2 - 1 Year Standard Hardware & Software Extended Warranty Two Camera System <i>hardware + software coverage for years 2, 3, and 4</i>	\$1,720.00	\$5,160.00
1	520004 - Annual Support, Software Upgrades, and Hotlists for year 5 and beyond <i>year 5 - HIDTA volume discount</i>	\$500.00	\$500.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$20,935.00
Upfront	Goods & Services Sub-total (Pre-tax):		\$20,935.00
Tax	Tax Rate: 8.600%		\$989.00
Total	Goods & Services Total:		\$21,924.00



Purchasing Terms and Conditions

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by authorized representative of Selex ES, Inc. Selex ES, Inc. will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing and signed by an authorized representative of Selex ES, Inc.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Supplier agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of the Supplier or its licensors. **Refer to the Selex ES Software License Agreement documentation provided with the shipment.**

Payment Terms. Supplier shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Warranty. One year of warranty, 24 hour telephone support, and initial training are included your purchase. Refer to the Selex ES Warranty Coverage documentation as provided. **EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX ES WARRANTY COVERAGE DOCUMENTATION, SUPPLIER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO SUPPLIER'S PRODUCTS OR SERVICES.**

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.