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**Addendum No. 1 to Goods and Services Contract
Between City of Newport and T2 Systems, Inc.**

THIS ADDENDUM No. 1 is to the Goods and Services Contract between the City of Newport (City) and T2 Systems, Inc. (Contractor) for Bayfront Parking Management Solution.

Recitals:

1. City and Contractor entered into an agreement dated April 27, 2023 (Agreement) for Bayfront Parking Management Solution.
2. City and Contractor desire to elaborate on the scope of work set out in Exhibit B, Attachment 4 of the Agreement - Fixed-Mobile LPR solution addendum.

Terms of Addendum:

City and Contractor agree as follows under the Agreement:

- A. City and Contractor will proceed with the attached statement of work as part of the scope of work set out in Exhibit B, Attachment 4 of the Agreement - Fixed-Mobile LPR solution addendum.
- B. This Addendum may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

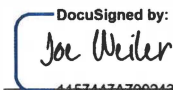
Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

City of Newport



Spencer R. Nebel, City Manager

T2 Systems, Inc.

DocuSigned by:


1157447A700243B
Name/Title: Joe Weiler, Vice President, Sales

Date: May 2, 2023

Date: 5/2/2023



STATEMENT OF WORK

The City of Newport - OR

Sales Manager	<u>Poppy Gulien</u>	Sales Engineer	Brian Niswonger
Created Date	March 8, 2023	SOW Expiration Date	May 5, 2023
Customer Number	4558	Referenced Quote Number	Q-30881

INTRODUCTION

T2 Systems, Inc. (T2) has been engaged to partner with the City of Newport - OR ("Customer"), to implement Mobile License Plate Recognition ("Solution"). This Statement of Work (SOW) outlines the general scope, level of effort, and associated responsibilities required to implement the quoted Solution. The active participation by both T2 and Customer project teams is crucial to the process, as deliverables are time sensitive and require task coordination and completion by multiple resources.

Project Term

The parties anticipate that T2's Services will begin on July 17, 2023 ("Start Date") and the parties estimate that services will be completed by October 31, 2023 ("End Date"). The Start Date or End Date are only valid if this document is executed by Expiration Date on the cover page. The project timelines may be extended due to delays in executing this SOW, availability of required Hardware and Software, availability of Customer or T2 personnel, fulfillment of Customer responsibilities or changes to the project scope or functional specification.

In addition, any schedule or scope changes due to the Customer not meeting the agreed deliverables will initiate the Change Management process described below and may result in additional fees.

Project Overview

T2, is pleased to provide the SOW as part of this fixed bid estimate. T2 will agree on a timeline based on the project deliverables found within the Scope Statement addendum to this SOW. During the project T2 will take reasonable endeavors to incorporate any requests from the Customer during the project. Customer recognizes that such requests may alter the estimates provided and any requests that are outside of the scope of what is discussed in the requirements sessions will be proposed as a change order. Both parties will endeavor to manage the use of each other's time in the most effective way.

This Statement of Work, along with the scope statement appendices covers what was documented and agreed to be implemented during the sales process. It does not cover perceptions or assumptions based on conversations, written or solution demonstrations that took place outside of the process.

Project Management

T2 and Customer will each appoint a Project Manager, prior to beginning any portion of the services covered under this SOW, who will be responsible for T2's project management responsibilities. The Project Managers will work with internal T2 and Customer resources to review project scope, resources, timelines and deliver the project scope outlined in this SOW. The T2 Project Manager will be the Customer's single point of contact and manage all activities on the project, and alternatively the Customer Project Manager will be the main point of contact for T2 resources.

T2 Responsibilities

1. Provide appropriate knowledge transfer and guidance such that Customer can effectively carry out your project responsibilities.
2. T2 Systems will work with Customer to design an initial project plan. T2 will be responsible to manage and maintain the T2 project plan and communicate major milestones.
3. Provide initial and ongoing documentation from any required design workshops, testing scripts, implementation guidelines, and other project collateral necessary to implement and support the product.
4. Management of all required T2 Systems resources allocated and tasks assigned to the project.
5. T2 Systems will be responsible for writing and distributing documentation specific to Customer's implementation and business processes as they relate to the Solution.
6. Additional tasks and responsibilities as outlined in the scope addendum.

Customer Responsibilities

1. Communicate business processes to T2 Systems during requirement workshops.
2. Provide an adequate project team and access to all necessary personnel including but not limited to end users, Directors, Managers, IT staff, and other Stakeholders.
3. Follow and adhere to T2 implementation methodology.
4. Provide expertise on any existing systems and infrastructure to facilitate easy creation and modifications.
5. Manage and maintain their internal project plan. T2 will work with Customer to design an initial unified project plan.
6. Maintain documentation generated from this project.
7. In a reasonable and timely manner, complete any acceptance testing and formal deliverable sign-off.
8. Assist in writing of any required acceptance testing scripts and plans.
9. Complete on-demand training classes available in the Training section of the T2 Online Community.
10. Additional tasks and responsibilities as outlined in the scope addendum.

Project Assumptions

- Customer will be responsible to manage and maintain your own internal project plan and adhere to mutually accepted project deliverables and deadlines. The project timelines, deliverables, and scope may be adjusted if the Customer fails to meet or requests changes to these requirements. As a result, the Change Management process will be initiated, which may result in additional costs and reengagement fees.
- Software configuration requirements will primarily be discussed and implemented remotely via web meetings and conference calls. All post-deployment support will be performed remotely, unless additional on-site support is defined and agreed to in the contract and as part of this Statement of Work and supporting documents.
- Any changes to core Solution functionality identified during the implementation will go through a software change request process for requesting T2 custom development quote, which may impact project timeline. If approved, any new custom development functionality will be addressed through the Change Management process.
- All attempts will be made by both Customer and T2 to continue under the original scope of the project as defined in this Statement of Work and supporting documents.

Change Management Process

The Change Management Process covers changes to the Project including scope, schedule, and deliverables during the project timeline covered by this SOW. In the event that either party identifies a requirement out of scope or an approach to a requirement that is greater than the originally planned scope, the issue should be raised to the Project Managers to determine if:

- The requirement is a simple change and falls within the current plan, but may impact a change to timeline or priority
- The requirement is significant enough to warrant a de-scoping of other requirement(s) in exchange for the newly identified requirement
- The requirement is both critical and significant enough to result in a Change Order

In all cases, any change to a requirement will be documented in a Change Order. The Change Order will describe the change, the reason for the change, impacts to the planned scope, timeline and/or resources and will be subject to financial penalties and additional fees for the documented Change Request.

In the event that the scope changes, the Customer will be notified in advance and must provide written approval (via a signed Change Order) to proceed. Change Orders will be invoiced based on the payment terms described in this Change Order. The new scope will not proceed until the Change Order is executed.

Travel & Expenses

Reasonable travel and out-of-pocket expenses will be invoiced separately (including state sales tax). Any travel that is required beyond that specified in the Quote will require written approval from the Customer, and such travel will be invoiced accordingly. If no travel expenses have been included as part of this Statement of Work any requested or needed travel will require written approval from the Customer's project's Executive Sponsors or Project Manager before scheduling.

Standard Billing Terms

The following billing schedule will be used for the Solution payment including travel & expenses as identified on the Quote.

Genetec LPR Billing Terms - Standard

- **Total value of applicable subscriptions, hardware, services and shipping**
= \$68,296.95
 - **25% of Professional Services will be invoiced at the time of booking**
= \$26,097.95 x .25 = \$6,524.49
 - **50% of Professional Services will be invoiced at 3rd Party Work complete**
= \$26,097.95 x .5 = \$13,048.98
 - **25% of Professional Services will be invoiced at project completion**
= \$6,524.48
 - **Hardware, including subcontractor hardware and shipping will be invoiced at the time of delivery**
= \$33,854.00 plus shipping calculated and added to invoice
 - **Subscription will be invoiced once Customer receives access to licensed product**
= \$8,354.00

Authorization to Begin Work

Delivery of Services is dependent upon receiving written authorization from the Customer. The signature below represents the Customer's approval for T2 to commence work on this project as currently defined, with an agreement to pay all fees incurred in the delivery of such work.

Signature

T2 Systems, Inc.	City of Newport - OR
DocuSigned by: Signature: <i>Grant Dawson</i> E65DFB009A247F...	Signature:
Print Name: Grant Dawson	Print Name:
Title: Senior Vice President, IT & Operations	Title:
Date: 5/4/2023	Date:

T2/UPSafety SCOPE OF WORK

Purpose

This scope of work will include the installation of (1) AutoVu Mobile License Plate (LPR) system, along with United Public Safety ("T2/UPSafety"), wholly owned by T2 Systems. AutoVu LPR Integration is designed to allow permit and scofflaw data to be transmitted to AutoVu servers. This data is then used by the AutoVu Patroller application to determine which plates should be returned as hits to be enforced. Once a hit is enforced in Patroller, the officer in the vehicle is notified and can issue a ticket. A copy of the ticket is printed and is also sent to the UPSafety Cloud backend application. This document provides the standard configuration and setup of this interface. Any deviations from this may require additional development and/or cost.

Required Information Provided by Customer

The following information must be provided to T2/UPSafety before the engagement begins in order to ensure a successful implementation:

- 1) An identified resource that will be the main contact and will support all aspects of the project, including answering questions, completing testing and providing signoff of the working equipment and interfaces.
- 2) An identified resource that will be the owner of this interface once it is live.
- 3) T2 Subcontractor assumes that the Customer will provide access to an internal IT representative for data connection support.
- 4) Due to the nature of electronic equipment installations, T2/Subcontractor assumes that the Customer will provide up to 2 garage bays for the installation.
- 5) Customer needs to ensure proper amount of mounting space is available in each vehicle. If proper space is not available, T2/Subcontractor will work with the agency to relocate any equipment and will charge a base rate of \$75.00 per hour for this service with a minimum of 2 hours plus applicable travel and expenses.
- 6) A definition of the scofflaw list that will be exported from the UPSafety Cloud application to AutoVu and a schedule for how often to run this.
- 7) The permit database will be sent in real-time to Genetec. Customer must configure permit zones in the UPSafety Cloud that match the Parking Areas in AutoVu. If this is not possible, additional hours and cost may be necessary.

Services Description

Mobile LPR Installation

- 1) T2/Subcontractor will install the mobile AutoVu system in accordance with manufacturers recommended installation guidelines. When specifics for installation are not available from manufacturer, T2/Subcontractor will employ best practices for installation.
- 2) The Control unit will be mounted within the Customer's vehicles. The unit will require approximately 15"x20" of mounting space.
- 3) T2/Subcontractor will not be responsible for relocating equipment to make space available.
- 4) Cameras will be mounted in one of three configurations unless specified on the quote.
- 5) Network interface cable will be routed from the trunk along acceptable routes into the passenger compartment and then under trim along the passenger side of the vehicle to get to the Mobile Data Computer at the front of the vehicle.
- 6) All wiring/cabling will be routed through grommets when necessary and/or will be dressed appropriately when exposed. All electrical connections will be made using solder and heat shrink when applicable.
- 7) Power wiring will be routed according to best practices to a power distribution unit (PDU) either in the trunk or console. If connections are not available at the PDU or console, power wiring will be connected at the battery for 12V constant and ground and at the ignition harness for Ignition sense.
- 8) Installation diagrams and specifics will be provided to the Customer during the closeout phase.
- 9) Training will be provided upon completion of installation hardware and of the back end Security Center software.

Permit and Scofflaw Export Process Flow

Permit List

- 1) Permits are sold in UPsafety Cloud application.
- 2) License Plate and Permit Data is transferred from UPsafety Cloud to AutoVu.
- 3) The enforcement officer will drive through a parking facility and the cameras will read license plates. If the plate does not have a valid permit tied to it, AutoVu will notify the officer of the hit. The officer may then accept or reject the hit.
- 4) Once the officer enforces the hit, the Plate Information and License Plate and Context Images will be sent to the UPsafety mobile handheld enforcement devices .
- 5) The officer will fill in the ticket information and issue and print the ticket.
- 6) If the handheld device has an internet connection, the citation will be uploaded immediately to the UPsafety Cloud application via Web Services. If not, it will be uploaded along with the images as soon as an internet connection is re-established.

Scofflaw

- 1) Scofflaws are configured in the UPsafety Cloud application.
- 2) License Plate and Scofflaw Data is transferred from the UPsafety Cloud to AutoVu.
- 3) The enforcement officer will drive through a parking facility and the cameras will read license plates. If the plate appears on the Scofflaw, AutoVu will notify the officer of the hit. The officer may then accept or reject the hit.
- 4) Once the officer enforces the hit, the Plate Information and License Plate and Context Images will be sent to the UPsafety mobile handheld enforcement devices.
- 5) The officer will fill in the ticket information and issue and print the ticket.
- 6) If the handheld device has an internet connection in, the citation will be uploaded immediately to UPsafety Cloud via Web Services. If not, it will be uploaded along with the images as soon as an internet connection is re-established.

Deliverables

The following items will be delivered at completion of the SOW:

- Installation of One (1) total Mobile AutoVu License Plate recognition camera systems.
- Installation of Security Center/AutoVu software on Hosted Server configured per Customer's requirements and tested per acceptance requirements.
- Permit and Scofflaw interfaces to AutoVu.
- Training for users and administrators.
- T2/Subcontractor's goal in developing curriculum for the Customer is to help ensure that PEO staff obtains the skills and competencies required to successfully deploy, operate and manage an effective LPR program.
- Training will be designed in consultation with T2 Systems and Customer to ensure necessary knowledge to deliver an effective program.
- Training will be designed specifically for the parking solution being deployed.
- Training will consist of specialized instruction for mobile camera operations as well as the AutoVu Patroller and Security Center software.

Plan utilizes one (1) Video/LPR Engineer to install and configure the back-end software and provide user and administrative training after the installations. The installation plan anticipates use of one (1) Field Installation Technician to complete installation and testing of mobile and fixed equipment and software.

Support Services

Normal Business Hours

Normal business hours are Monday – Friday, 8:00 AM – 8:00 PM Eastern, excluding T2 Approved Holidays. The list of holidays is located in T2 Communities. Support for critical issues is available 24x7x365 via our emergency support process. See the section on case priority for more information on the emergency support process.

Changes in Case Priority

There may come a time when the employee working your case deems it necessary to change the priority of your case. For example, a support employee may upgrade the priority of your case based on new knowledge of business impact or additional degradation of service. A support employee may downgrade the priority of your case based on actual business impact or additional information about the case.

Supported Solutions

T2/UPsafety supports only the current and most recent previous versions of the UPsafety cloud and mobile handheld enforcement software. T2/UPsafety supports all hardware that is prior to its announced end-of-support date.

Expectations of Customer

In an effort to provide timely customer service to all customers, we ask that the customer opening the case remain responsive to communications throughout the life of the case. If communication from the customer remains delayed or the customer needs to postpone beyond the resolution targeted time period, the case owner will close the case, until timing is better for the customer and a new case can be reopened.

In hardware support scenarios involving customers who do not maintain a pool of hardware replacement spares, or who do not retain technical staff (qualified and equipped to troubleshoot hardware failures – with or without T2/UPsafety Remote support) ultimate resolution times will be extended. While T2 will support to identify the appropriate actions required to resolve a hardware issue within the SLA targets, ultimate resolution of Hardware issues will be dependent on availability of Field Service personnel (if needed), replacement parts and/or the turnaround time of repair facilities.

Authorization to Begin Work

Delivery of Services is dependent upon receiving written authorization from the Customer. The signature below represents the Customer's approval for T2 to commence work on this project as currently defined, with an agreement to pay all fees incurred in the delivery of such work.

Signature

T2 Systems, Inc.	DocuSigned by:	City of Newport - OR
Signature:	<i>Grant Dawson</i> E05BFFD6C9A247E...	Signature:
Print Name:	Grant Dawson	Print Name:
Title:	Senior Vice President, IT & Operations	Title:
Date:	5/4/2023	Date:



Sale Agreement # 415-421 Coast Guan
Addendum # 1

RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 Buyer(s) Newport Urban Renewal Agency
2 Seller(s) Zu Yang Guan, Mei Ai Zhu
3 Property Address or Tax ID # 415 ,421 SW Coast Hwy, Newport, OR 97365
4 _____ (the "Property")

5 Seller and Buyer hereby agree the following shall be a part of the Real Estate Sale Agreement referenced above:

6 The inspection and due diligence period are extended from 50 days to 56 days.

7 This extends the closing date from May 19, 2023, to on or before May 26, 2023.

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30 Buyer Spencer R. Nebel Newport Urban Renewal Agency Date 05/03/2023 02:41:40 PM PDT _____ a.m. _____ p.m. ⬅
31 Buyer _____ Date _____ a.m. _____ p.m. ⬅
32 Seller Zu Yang Guan Zu Yang Guan Date 05/05/2023, 12:14:25 AM PDT _____ a.m. _____ p.m. ⬅
33 Seller Mei Ai Zhu Mei Ai Zhu Date 05/05/2023, 08:21:18 AM PDT _____ a.m. _____ p.m. ⬅

34 Buyer's Agent Kimberly Buslach Seller's Agent Kimberly Buslach

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LINES WITH THIS SYMBOL ⬅ REQUIRE A SIGNATURE AND DATE

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