



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #6

Approve agreement with Kapsch TrafficCom USA,
Inc. for license plate image review services
for the new Pay By Mail system

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: \$ 0.039 per manually reviewed transaction
Funding Source: Operating Budget
Action Requested: Consider and act on draft resolution

Summary:

Kapsch TrafficCom USA, Inc. serves as the Authority's toll system integrator under a contract procured in 2004. The Agreement, executed in April 2005, called for Kapsch (then Caseta Technologies) to design, sell, install and maintain the toll collection system needed to support the 183A, 290 (*aka Manor Expressway*), SH 71, 183S (*aka Bergstrom Expressway*), and SH 45 SW toll facilities as well as the MoPac Express Lanes.

The Mobility Authority desires to contract with Kapsch TrafficCom for the manual review of license plate images using Kapsch's proprietary software and hardware. This change reverts the image review process to the process used circa November 2008, before the incumbent Pay By Mail vendor MSB provided the same services.

The Kapsch solution uses proprietary software and hardware to create a "clean" or fully formed transaction in the CTRMA Host System before forwarding to the Central United States Interoperability (CUSIOP) Hub or Pay By Mail back office for customer billing. The Kapsch system is uniquely qualified to interact with existing systems in comparison to the previous vendor. This process change will mitigate potential revenue loss due to file transfer errors or missed reviews. The change will also result in faster processing of license plate based transactions resulting in earlier revenue recognition. Finally, keeping the image review process within the CTRMA Host System will allow for earlier identification of technical issues.

Kapsch's compensation for these services will be \$0.039 per manually reviewed transaction, which is a 15% reduction in the amount paid to the incumbent vendor. Under this Agreement, Kapsch will also perform reviews related to exempt vehicles (buses, registered vanpools, qualified veterans, emergency vehicles, etc.) at no cost to the Authority resulting in additional savings. Image review costs under Kapsch may decrease to \$0.019 per transaction for images that achieve a high confidence level in the Optical Character Recognition system.

The term of this Agreement is five years with the option of two successive two-year renewals. It is important to note that the system integrator re-procurement scope will include image review services.

Staff recommends approval of this item.

Backup Provided:	Draft Resolution
	Draft Agreement
	Scope of Work
	Implementation Schedule

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 18-0XX

**APPROVING AN AGREEMENT WITH
KAPSCH TRAFFICCOM USA, INC. FOR IMAGE REVIEW SERVICES**

WHEREAS, performing image reviews of license plates is an essential element of the processing of pay-by-mail transaction for the use of Mobility Authority facilities; and

WHEREAS, Mobility Authority desires to retain the services of a contractor capable of providing image review services in a manner that is compatible with the Mobility Authority's toll collection system; and

WHEREAS, the Mobility Authority has determined that the services and equipment to be provided are proprietary to Kapsch TrafficCom USA, Inc. ("Kapsch"), given the unique needs and requirements for the interface between image review services and overall transaction processing and toll collection activities, as well as Kapsch's unique ability to provide host system hardware/software to provide image review services in a manner compatible with existing systems; and

WHEREAS, the Mobility Authority has also determined that the Kapsch system and services will result in a decrease in cost to the Mobility Authority and an increase in accuracy of information supporting the pay by mail program; and

WHEREAS, on July 20, 2018, the Executive Director of the Mobility Authority submitted to the Board the written justification for proprietary purchases required under Section 401.17 of the Mobility Authority Policy Code; and

WHEREAS, the Executive Director recommends that the Board approve an agreement with Kapsch for image review services, a copy of which is attached to this resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the Executive Director is hereby authorized to finalize and execute an agreement with Kapsch for image review services in the form or in substantially the same form as is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, pursuant to Section 401.0061 of the Policy Code, the Board exempts this agreement from any competitive bidding or competitive proposal requirements that would otherwise be applicable.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

AGREEMENT FOR IMAGE REVIEW SERVICES

THIS AGREEMENT FOR IMAGE REVIEW SERVICES (the “Agreement”) is made and entered into effective as of the __ day of _____, 2018 (the “Effective Date”), by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), and Kapsch TrafficCom USA, Inc., (the “Contractor”) (collectively, the “Parties”), for the purposes described herein.

WITNESSETH

WHEREAS, the Mobility Authority Policy Code, Chapter 4 - Procurement of Goods and Services (the “Procurement Policies”) establishes the Mobility Authority’s policies and procedures for the procurement of general good and services; and

WHEREAS, given the unique needs and requirements for the interface between image review services and overall transaction processing and toll collection activities, as well as Contractor’s unique ability to provide host system hardware/software to provide image review services in a manner compatible with existing systems, the Mobility Authority has determined that the services and equipment to be provided in the provision thereof are proprietary to Contractor; and

WHEREAS, on July __, 2018, the Executive Director of the Mobility Authority submitted the written justification required under the Procurement Policies for proprietary purchases of goods and services to the Board of Directors.

NOW, THEREFORE, the Mobility Authority and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

ARTICLE 1 SCOPE OF SERVICES

The Contractor will furnish equipment and services necessary to perform image review services, in a good faith manner, encompassing both optical character recognition (“OCR”) image reviews and manual image reviews, as more fully described in Attachment “A”, Contractor’s Image Review Services Proposal (the scope of services described therein being hereafter referred to as the “Services”), upon the terms and conditions provided in this Agreement. Contractor will perform the Services in accordance with the Image Review Schedule set forth in Attachment “C”.

ARTICLE 2 AGREEMENT PERIOD

This Agreement becomes effective on the Effective Date and shall be for an initial term of five (5) years, concluding on _____, 2023 unless this Agreement is terminated in accordance with Articles 6 or 7, Termination. There shall be two (2) successive two (2) year renewal terms following the expiration of the initial five (5) year period (the initial term and any successive terms collectively, the “Agreement Period”). Any work performed or cost incurred before or after the Agreement Period shall be ineligible for compensation.

ARTICLE 3 COMPENSATION AND USE/PAYMENT OF SUBCONTRACTORS

A. Image Review Payments. Contractor shall be compensated for performance of the Services at the rates shown in Attachment “B”, Fee Schedule. In the event of a discrepancy between the pricing shown in Attachment “B”, including any amendments thereto, and Attachment “A”, the pricing set forth in Attachment “B” shall control.

B. Prior Approval. The Contractor shall not assign, subcontract or transfer any portion of Services under this Agreement without prior written approval from the Mobility Authority.

C. Contractor Payment of Subcontractors. No later than ten (10) business days after receiving payment from the Mobility Authority, the Contractor shall pay all subcontractors for work performed under a subcontract authorized hereunder. The Mobility Authority may withhold all payments that have or may become due if the Contractor fails to comply with the ten-day payment requirement. The Mobility Authority may also suspend the work under this Agreement until subcontractors are paid.

D. Contractor Responsibilities. No subcontract relieves the Contractor of any responsibilities under this Agreement.

ARTICLE 4 INVOICING FOR SERVICES AND PAYMENT REQUIREMENTS

A. Invoicing and Payment. The Contractor shall submit a monthly itemized billing statement in a form acceptable to the Mobility Authority. The billing statement shall show the total amount earned to the date of submission based on the Fee Schedule (Attachment “B”), and the amount due and payable as of the date of the current billing. The Mobility Authority shall pay undisputed amounts owed to the Contractor within thirty (30) business days of receipt of an invoice from Contractor, or sooner, if possible. In the event an invoice is disputed by the Mobility Authority, representatives of each Party shall meet to resolve the dispute or to correct the error.

B. Withholding Payments. The Mobility Authority reserves the right to withhold payment of the Contractor’s billing statement in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty (30) calendar day period; or (2) pending verification of satisfactory work performed. In the event that payment is withheld, the Mobility Authority shall notify the Contractor and describe actions required that would allow the Mobility Authority to release the payment.

C. Audit. The Mobility Authority shall have the exclusive right to examine the books and records of the Contractor as they may relate to the Services contemplated by this Agreement. The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and shall make such materials available at its office during the Agreement Period and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, shall have access to any and all books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 5 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing

laws and regulations. When required, the Contractor shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 6 TERMINATION

A. Causes. This Agreement may be terminated by any of the following conditions:

1. By mutual agreement and consent, in writing from both Parties;
2. By the Mobility Authority by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the Services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) day written notice and opportunity to cure;
4. By the Mobility Authority for reasons of its own, not subject to the mutual consent of the Contractor, by giving thirty (30) business days' notice of termination in writing to the Contractor;
5. By the Mobility Authority, if the Contractor violates the provisions of Article 10, Gratuities; or
6. By satisfactory completion of the Services and obligations described herein.

B. Payment Due. Should the Mobility Authority terminate this Agreement as herein provided, no fees other than undisputed fees due and payable at the time of termination shall thereafter be paid to the Contractor. Should the Mobility Authority terminate this Agreement under paragraph (4) or (5) above, the Contractor shall not perform any additional Services during the thirty-day notice period unless directed to do so by the Mobility Authority.

C. Surviving Requirements. The termination of this Agreement and payment for Services performed shall extinguish the rights, duties, and obligations of the Mobility Authority and the Contractor under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement Period, including without limitation obligations set forth in Articles 7 and 8.

D. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Contractor to fulfill its Agreement obligations, the Contractor shall be liable to the Mobility Authority for any additional cost to the Mobility Authority to continue the performance of the Services.

ARTICLE 7 VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of Agreement terms, breach of Agreement, or default by the Contractor shall be grounds for termination of this Agreement, and any increased or additional cost incurred by the Mobility Authority arising from the Contractor's proven default, breach of Agreement or violation of Agreement terms shall be paid by the Contractor. Specifically, and without limitation, in the event that Contractor fails to perform and the Mobility Authority is forced to secure services from another entity on a temporary basis, the cost of such services may be offset against amounts owed to Contractor under this Agreement up to a maximum amount of \$500,000.00.

B. Quality and Performance Program and Revenue Assurance: Contractor acknowledges that image reviews and other Services it has agreed to perform under this Agreement are intended to enable the Mobility Authority to realize revenues from pay-by-mail transactions. The Contractor agrees to host regularly scheduled meetings with the Mobility Authority to provide Operational and Performance data and analysis of the Image Review System. This Performance Review meeting will provide the Mobility

Authority with visibility on 1) the number of images reviewed, 2) average image review return time from the transaction timestamp, 3) the accuracy of the code off percentages per lane, and 4) monitoring period data versus historical data. The Contractor shall review and return results, in accordance with the Mobility Authority's approved Business Rules, for all transactions sent to the Video Image Processing (VIP) system within 72 hours from the time the transaction qualifies for image review. The results will be accurate at a rate of 99.5% for all transaction with at least one human readable license plate image. A human readable license plate image is defined where both the plate state (jurisdiction) and plate number (all letters) are human readable for at least one license plate within the available image set for the transaction. The Mobility Authority retains the right to perform an audit of all rejected transactions to verify incorrect rejections, upon reasonable advance notice to Contractor. The Contractor shall notify the Authority upon discovering any issues that might impede the performance of the Services, and shall promptly provide information as to the nature of the transactions effected.

Within sixty (60) days of the Effective Date of this Agreement, Contractor shall provide to the Mobility Authority for its approval a disaster recovery plan detailing how data and images will be stored and protected in order to avoid destruction in case of a catastrophic event. In the event that Contractor fails to fully perform the Services provided for in this Agreement and has failed to implement an approved disaster recovery program that would preserve data so the Services can be performed, and such failures result in the Mobility Authority and/or any of its contractors being unable to process and/or collect toll transactions, Contractor shall be liable to the Mobility Authority for the amount of revenue lost as a result of Contractor's failure to perform, along with any associated costs incurred by the Mobility Authority to identify the amount of lost revenues, up to a maximum amount of \$500,000.00.

C. Remedies. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 8 INDEMNIFICATION

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE CONTRACTOR'S AFFIRMATIVE ACTS OR INACTION, NEGLIGENT ACTS, ERRORS OR OMISSIONS BY THE CONTRACTOR OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, WHETHER OR NOT OCCURRING IN CONNECTION WITH THE WORK AUTHORIZED BY THE CONTRACT. IN SUCH EVENT, THE CONTRACTOR SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR TO THEIR CONDUCT.

ARTICLE 9 NON-COLLUSION

A. Warranty. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Mobility Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 10 GRATUITIES

A. Employees Not to Benefit. Mobility Authority policy mandates that employees of the Mobility Authority shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the Mobility Authority under this Agreement. Employees may accept meals offered in the course of normal business relationships and promotional items that do not exceed an estimated \$100 in value and are distributed as a normal means of business advertising.

B. Liability. Any person doing business with or who reasonably speaking may do business with the Mobility Authority under this Agreement may not make any offer of benefits, gifts or favors to Mobility Authority employees, except as mentioned above. Failure on the part of the Contractor to adhere to this policy may result in the termination of this Agreement.

ARTICLE 11 INSURANCE

Prior to beginning the Services designated in this Agreement, the Contractor shall obtain and furnish certificates to the Mobility Authority for the following minimum amounts of insurance:

A. Workers' Compensation Insurance. In accordance with the laws of the State of Texas covering all of Contractor's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

B. Commercial General Liability Insurance. On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

C. Business Automobile Liability Insurance. Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Contractor's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

D. Valuable Papers Insurance. With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Contractor relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority or otherwise completed.

E. Cybersecurity Insurance. Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by the Mobility Authority, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Contractor, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;

F. Excess Umbrella Liability. With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required in A. - E. above. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

G. General For All Insurance. The Contractor shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under Article 11 .A. through E., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under Article 11. F., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under Article 11. B.-F. above, shall name the Mobility Authority as additional insureds and shall protect the Mobility Authority, the Contractor, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Contractor, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Articles 7 and 8, above, is included.

The insurance carrier shall include in each of the insurance policies required under Article 11. A.-F. the following statement: "This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, TX 78705, Attention: Executive Director."

ARTICLE 12 DISPUTES

A. Disputes Between the Parties. Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to this Agreement, including a dispute concerning the cost of Services, is to be

resolved by the two parties attempting to reach a fair and equitable resolution by using good faith negotiation followed by, if necessary, one or more of the following means: (1) mediation; (2) arbitration; and/or (3) legal proceedings in a court of competent jurisdiction located in Travis County, Texas. Resolution of any claims, questions, or disputed amounts shall be subject to approval by the Mobility Authority Board of Directors.

B. Disputes Not Related to Agreement Services. The Contractor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Contractor or any contract with a subcontractor in support of the Services authorized herein.

ARTICLE 13 SUCCESSORS AND ASSIGNS

The Contractor and the Mobility Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Contractor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Mobility Authority.

ARTICLE 14 SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 15 PRIOR CONTRACTS SUPERSEDED

This Agreement constitutes the sole agreement of the Parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter defined herein.

ARTICLE 16 CONFLICT OF INTEREST

The undersigned Contractor represents that such Contractor has no conflict of interest that would in any way interfere with its or its employees' performance of the Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority. The Contractor and its subcontractors shall not enter into any contract with other agencies or parties during the Agreement Period which could create a conflict of interest with the Services provided to the Mobility Authority and shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests. The Contractor shall at all times comply with the Conflict of Interest Policy adopted by the Mobility Authority. Questions regarding potential conflicts of interest shall be addressed to the Executive Director, or his designee, for resolution.

ARTICLE 17 PUBLIC INFORMATION

The Mobility Authority will comply with Government Code, Chapter 552, the Public Information Act (“PIA”), and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement. The Mobility Authority will use reasonable efforts to notify the Contractor if a request for public information is received which may require the Mobility Authority to disclose any portion of the information provided by the Contractor or any other material that the Contractor has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow the Contractor the opportunity to protect such materials from public disclosure. The Mobility Authority is not obligated to assert or argue on behalf of the Contractor that any information provided to the Mobility Authority is exempt from required disclosure and shall not be liable for the disclosure of any information submitted by the Contractor.

**ARTICLE 18
CONTROLLING LAW, VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes.

**ARTICLE 19
SIGNATORY WARRANTY**

The undersigned signatory for the Contractor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the Contractor. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Agreement.

**ARTICLE 20
NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Contractor	Mobility Authority:
Kapsch TrafficCom USA, Inc. 211 E. 7th Street, Suite 800 Austin, TX 78701 Attention: Janet Eichers	Central Texas Regional Mobility Authority 3300 N IH-35, Suite 300 Austin, TX 78705 Attention: General Counsel

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE 21
INCORPORATION OF PROVISIONS**

Attachments “A” through “C” are attached hereto and incorporated into this Agreement as if fully set forth

herein.

**ARTICLE 22
ENTIRETY OF AGREEMENT**

This writing, including Attachments and addenda, if any, embodies the entire Agreement and understanding between the Parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both Parties hereto.

IN WITNESS WHEREOF, the **Mobility Authority** and the **Contractor** have executed this Agreement as of the date first above written.

Mobility Authority:
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:

By: _____
Mike Heiligenstein, Executive Director

Contractor:
KAPSCH TRAFFICOM USA, INC.:

By: _____

ATTACHMENT A
IMAGE REVIEW PROPOSAL

ATTACHMENT B

FEE SCHEDULE

Pricing

- OCR Review: \$0.019 Per Transaction
- Manuel Review: \$0.039 Per Transaction
- Plates associated with a Non-Rev account will be omitted from being charged a fee for Image Review.

ATTACHMENT C
IMAGE REVIEW SCHEDULE

Task Name	Duration	Start	Finish
CTRMA Image Review Implementation	66 days	Mon 7/30/18	Mon 10/29/18
Image Review Notice to Proceed		Mon 7/30/18	
Business Rules /Configuration	10 days	Mon 7/30/18	Fri 8/10/18
Infrastructure and Software Developmnet	16 days	Mon 7/30/18	Mon 8/20/18
SH71 Turnover to Kapsch Image Review	1 day	Tue 8/21/18	Tue 8/21/18
SH71 Operational / Performance Monitoring	7 days	Wed 8/22/18	Thu 8/30/18
290E Turnover to Kapsch Image Review	7 days	Fri 8/31/18	Mon 9/10/18
290E Operational / Performance Monitoring	7 days	Tue 9/11/18	Wed 9/19/18
183A Turnover to Kapsch Image Review	1 day?	Thu 9/20/18	Thu 9/20/18
183A Operational / Performance Monitoring	7 days	Fri 9/21/18	Mon 10/1/18
Report Design Workshops	1 day	Mon 8/6/18	Mon 8/6/18
Report Development / Changes	60 days	Tue 8/7/18	Mon 10/29/18