

RESOLUTION NO. 10 – 151

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF DORAL, FLORIDA ADOPTING AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE CITY AND AMERICAN
TRAFFIC SOLUTIONS, INC., FOR THE PROVISION OF A PHOTO
RED LIGHT ENFORCEMENT PROGRAM IN THE CITY OF
DORAL; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Doral City Council adopted Ordinance #2009-08 titled the “Doral Dangerous Intersection Safety Act” which permits the City to use unmanned cameras and monitoring devices for red light infractions; and

WHEREAS, in order to implement the Act, the City entered into an agreement with American Traffic Solutions, Inc. (“ATS”), for the provision of a photo red light enforcement program (the “Agreement”); and

WHEREAS, earlier this year, the Florida Legislature adopted HB 325 which expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of Florida Statutes, subject to certain requirements and conditions; and

WHEREAS, the City Council is currently in the process of amending the Doral Dangerous Intersection Safety Act to bring it into compliance with the new state law; and

WHEREAS, the City and ATS wish to amend the Agreement to align the provision of services by ATS with the provisions of the new state law; and

WHEREAS, Staff respectfully requests that the City Council adopt Amendment No. 1 to the Agreement between the City and ATS for the provision of a photo red light enforcement program in the City of Doral.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF DORAL AS FOLLOWS:**

Section 1. The City Council hereby adopts Amendment No. 1 to the Agreement between the City and American Traffic Solutions, Inc., substantially in the form of Exhibit A attached hereto, for the provision of a photo red light enforcement program in the City of Doral.

Section 2. This Resolution shall become effective immediately upon its adoption.

[Section left blank intentionally]

The foregoing Resolution was offered by Vice Mayor Van Name who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	No

PASSED and ADOPTED this 13th day of October, 2010.



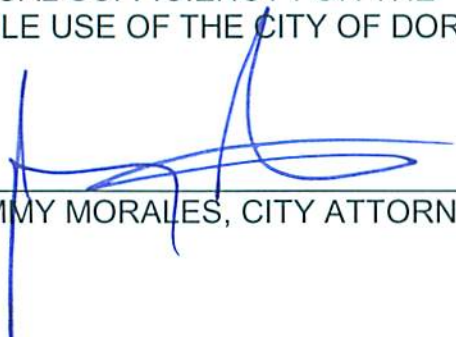
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



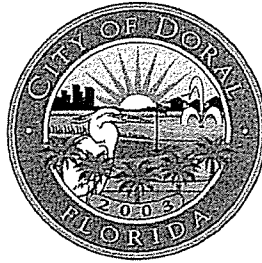
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:



JIMMY MORALES, CITY ATTORNEY

EXHIBIT “A”



Memorandum

Date: September 8, 2010

To: Honorable Mayor and City Council Members

From: Jimmy Morales, City Attorney

Subject: Amendment to ATS Agreement for Red Light Traffic Camera Program

The City Council adopted Ordinance #2009-08 titled the "Doral Dangerous Intersection Safety Act" which permits the City to use unmanned cameras and monitoring devices for red light infractions. In order to implement the Act, the City entered into an agreement with American Traffic Solutions, Inc. ("ATS"), for the provision of a photo red light enforcement program (the "Agreement"). Although the City conducted a competitive procurement process to select ATS, the City staff recommended to Council and Council authorized the City piggybacking on the Hialeah contract with ATS.

Earlier this year, the Florida Legislature adopted HB 325 which expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of Florida Statutes, subject to certain requirements and conditions. The new law has some significant changes in substance and procedure from the way many municipalities were already administering their red light traffic camera programs, including the provisions of Ordinance No. 2009-08. The City Council is currently in the process of evaluating and approving amendments to the City ordinance and the amended ordinance is, in fact, on today's agenda for second reading.

The new state law also makes it necessary to amend the Agreement with ATS. Perhaps the most significant point is with respect to compensation. The new law prohibits ATS or any manufacturer from getting compensated based on the number of tickets issues. ATS has revised the Hialeah contract to make it conform with the new state law, and the proposed amendment on today's agenda looks to implement those same changes in the Doral Agreement.

City staff, including Chief Gomes and Public Works Director Carpenter, will be prepared to answer any questions regarding the implementation of the program.

CC: Yvonne Soler-McKinley, City Manager
Ricardo Gomez, Chief of Police

**AMENDMENT NO. 1 TO THE EXCLUSIVE AGREEMENT BETWEEN
THE CITY OF DORAL AND AMERICAN TRAFFIC SOLUTIONS
FOR PHOTO RED LIGHT CAMERA PROGRAM**

This Amendment No. 1 (the "Amendment") to the Agreement Between The City of Doral And American Traffic Solutions For Traffic Safety Camera Program dated as of March 11, 2009 (the "Agreement") is made and effective as of this ____ day of _____, 2010 by and between the City of Doral, Florida, a municipal corporation (the "City") and American Traffic Solutions, Inc., a Kansas corporation authorized to do business in the State of Florida ("Vendor").

Recitals

WHEREAS, on or about March 11, 2009, the City adopted Ordinance No. 2009-08, which established and authorized the City's Traffic Safety Camera Program; and

WHEREAS, on or about March 11, 2009, the City and Vendor entered into the Agreement, whereby the City and Vendor agreed to the provision by Vendor of services to the City in connection with the Traffic Safety Camera Program, subject to the terms and conditions stated in the Agreement; and

WHEREAS, the Agreement provides that "[t]he parties agree to the terms and conditions of the December 30, 2008 Agreement between the City of Hialeah," subject to certain amendments, such agreement being referred to as the "Hialeah Agreement;" and

WHEREAS, on or about May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the Law of Florida 2010-80 taking effect on July 1, 2010; and

WHEREAS, Law of Florida 2010-80 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes, subject to certain requirements; and

WHEREAS, the City has amended Ordinance 2009-08 and its Code of Ordinances to provide for the operation of its Traffic Safety Camera Program in accord with the provisions of Law of Florida 2010-80; and

WHEREAS, the City and Vendor wish to amend and modify the Agreement to align the provision of services by Vendor with the provisions of Law of Florida 2010-80;

Terms and Conditions

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor and City agree that the Agreement shall be and hereby is amended and modified on the terms provided herein:

1. Recitals. The preceding recitals are true and correct and are incorporated into this Amendment by reference.

2. Definitions. Section 1.0 of the Hialeah Agreement is deleted and replaced with the following:

1.0 Definitions. The following words and phrases shall have the following meanings in this Agreement:

3. Definition of “Authorized Employee.” Section 1.1 of the Hialeah Agreement is deleted and replaced with the following:

1.1 “Authorized Employee” means a Traffic Infraction Enforcement Officer, whose duties and qualifications are set forth in Law of Florida 2010-80, as may be amended or recodified from time to time.

4. Definition of “City Ordinance.” Section 1.3 of the Hialeah Agreement is deleted and replaced with the following:

1.3 “City Ordinance” means Ordinance 2009-08 of the City’s Code of Ordinances, as may be amended or recodified from time to time.

5. Definition of “Civil Fee.” Section 1.4 of the Hialeah Agreement is deleted and replaced with the following:

1.4 “Civil Fee” means the penalty assessed for violations of Florida Statutes §§ 316.074(1) or 316.075(1)(c)1 pursuant to Florida Statutes § 316.0083, as may be amended or recodified from time to time.

6. Definition of “Enforcement Documentation.” Section 1.8 of the Hialeah Agreement is deleted and replaced with the following:

1.8 “Enforcement Documentation” means the necessary and appropriate documentation related to the issuance and collection of Notices of Violation for the enforcement of Infractions including Notices of Violation, instructions for Notices of Violation, form affidavits, instructions for form affidavits, reminder letters, a numbering sequence for Notices of Violation, chain of custody records, and technical support documentation. “Enforcement Documentation” shall not include Uniform Traffic Citations or documentation for the issuance and processing of same, which shall be provided to Vendor by the City.

7. Definition of “Infraction.” Section 1.11 of the Hialeah Agreement is deleted and replaced with the following:

- 1.11 "Infraction" means any violation of Florida Statutes §§ 316.074(1) or 316.075(1)(c)1 that may be enforced pursuant to Florida Statutes § 316.0083, as may be amended or recodified from time to time.

8. Definition of "Notice of Infraction." Section 1.15 of the Hialeah Agreement is deleted and replaced with the following:

- 1.15 "Notice of Violation" shall mean the notice of an Infraction, which is delivered by first class mail by Vendor to the owner of a motor vehicle involved in an Infraction based upon the appropriate Enforcement Documentation pursuant to the requirements of Law of Florida 2010-80, as may be amended or recodified from time to time.

Any references to the term "Notice of Infraction" in the Agreement and the Hialeah Agreement are deleted and replaced with the term "Notice of Violation."

9. Definition of "Ordinance." Section 1.17 of the Hialeah Agreement is deleted and replaced with the following:

- 1.17 "Ordinance" shall mean Ordinance 2009-08 of the City's Code of Ordinances, as may be amended or recodified from time to time.

10. Definition of "Potential Infraction." Section 1.20 of the Hialeah Agreement is deleted and replaced with the following:

- 1.20 "Potential Infraction" means, with respect to any motor vehicle passing through a Designated Intersection, the data collected by the Vendor System with respect to such motor vehicle, which data shall be processed by the Vendor System for the purposes of allowing the Authorized Employee to review such data and determine whether an Infraction has occurred.

11. Definition of "Warning Period." Section 1.28 of the Hialeah Agreement is deleted and replaced with the following:

- 1.28 "Warning Period" means the period of 30 days prior to the Installation Date of the first intersection approach.

12. Prosecution. Section 3.4 of the Hialeah Agreement is deleted and replaced with the following:

- 3.4 Prosecution. The City shall prosecute Infractions pursuant to the terms, procedures, and requirements of the City Ordinance and general law.

13. Termination for Cause. Section 6.1 of the Hialeah Agreement is deleted and replaced as with the following:

- 6.1 Termination for Cause: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state or federal statutes are amended so as to prohibit the operation of a TSCP by the City; (ii) a court having jurisdiction over the City rules or declares that Law of Florida 2010-80 is invalid, in whole or material part; (iii) a determination by a court of competent jurisdiction or other applicable dispute resolution forum that Vendor has infringed upon a third party's patent, trademark, trade secret or other intellectual property; (iv) the other party commits a material breach of any of the provisions of this agreement; and (v) Vendor's non-payment of revenues to City as required by this Agreement. In the event of a termination due to this Section, City shall be relieved of any further obligations to Vendor other than as specified herein. Each party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as City and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

The rights to terminate this Agreement given in Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

14. Warning Period. Section 6.2 of the Hialeah Agreement is deleted and replaced with the following:

- 6.2 Warning Period. Vendor shall provide assistance to the City for a public announcement and awareness campaign required thirty (30) days in advance of the commencement of the City's program.

15. Procedures for Processing Payments. Sections 7.2, 7.3, and 7.4 of the Hialeah Agreement are deleted and replaced with the following:

- 7.2 Vendor shall be responsible for processing payments of Civil Fees paid pursuant to Notices of Violation and/or Uniform Traffic Citations. Vendor shall provide payment means through mail, telephone and on-line processes. Vendor shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals. Any payments made in person to the City will be taken by the City and applied through Axis System.
- 7.3 Vendor's lockbox shall remit to the designated City account all payments received during a week, no later than 5:00 p.m. Eastern Time on Tuesday of the following week.
- 7.4 Vendor shall invoice the City for all applicable fees for services rendered by Vendor pursuant to this Agreement according to the

fee schedule delineated on Exhibit F. Along with the invoice, Vendor shall provide information to the City, in a format acceptable to the City, supporting the invoice amounts forwarded by Vendor to the City. In addition, City shall have access to Vendor's financial records evidencing payments for all paid citations for Infractions at City's Designated Intersections upon City's reasonable request.

16. Legal Challenges and Indemnification. Sections 10.4, 10.5 and 10.6 of the Hialeah Agreement are deleted.

17. Exhibits. Exhibits B, C, D, and F to the Hialeah Agreement are deleted and replaced with Exhibits B, C, D, and F to this Amendment.

18. Effect of Amendment on Agreement. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in the Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of this Amendment, the Agreement, and the Hialeah Agreement, the terms of this Amendment shall prevail and control.

19. Entire Agreement. The provisions of this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Amendment are merged into this Amendment. Except as amended by this Amendment, the terms of the Agreement and the Hialeah Agreement shall continue in full force and effect.

20. Counterpart Execution. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF DORAL, FLORIDA

ATTEST:

By: _____
Barbara Herrera Date
City Clerk

By: _____
Juan Carlos Bermudez Date
Mayor

APPROVED AS TO FORM

By: _____
Jimmy L. Morales Date
City Attorney

By: _____
Yvonne Soler-McKinley Date
City Manager

AMERICAN TRAFFIC SOLUTIONS, INC.

WITNESS:

Date

Date

By: _____
Adam E. Tuton Date
Chief Operating Officer

State of Arizona :

: ss:
County of Maricopa :

On this ____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, personally known to me or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that he executed the same on behalf of American Traffic Solutions, Inc. and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Seal:

NOTARY PUBLIC

My commission expires:

Print Name

EXHIBIT "B"
Construction and Installation Obligations

Timeframe for Installation: Traffic Safety Camera Program

Vendor will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Vendor and the City.

Vendor will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Vendor will use reasonable commercial efforts to install and activate all specified intersections within 45 days subsequent to receipt of all permits required by Section 1.4 of this Exhibit B.

1. Vendor Obligations. Vendor shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Vendor's sole expense):
 - 1.1 Appoint the Vendor Project Manager and a project implementation team consisting of between one and four people to assist the Vendor Project Manager;
 - 1.2 Request current "as-built" electronic engineering drawings for the Designated Intersections (the "Drawings") from the County traffic engineer;
 - 1.3 Develop and submit to City for approval construction and installation specifications in reasonable detail for the Designated Intersection, including but not limited to specifications for all radar sensors, pavement loops, electrical connections, and traffic controller connections, as required;
 - 1.4 Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection (collectively, the "Approvals"), which will include compliance with City permit applications;
 - 1.5 Seek rights from private property owners, as necessary for the placement of System Equipment at designated intersections where Governmental Authorities have jurisdiction over the designated intersection and adjacent rights of right of way, and such Governmental Entity denies authority to Vendor for the installation of its equipment;
 - 1.6 Finalize the acquisition of the Approvals;
 - 1.7 Submit to the City a public awareness strategy for the City's consideration and approval, which strategy shall include media and educational

materials for the City's approval or amendment according to the Vendor proposal (the "Awareness Strategy");

- 1.8 Develop the Red Light Infraction Criteria in consultation with City;
- 1.9 Develop the Enforcement Documentation for approval by City, consistent with the requirements of Law of Florida 2010-80, as may be amended or recodified from time to time;
- 1.10 Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersections (under the supervision of the City);
- 1.11 Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersections, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
- 1.12 Install and test the functionality of the Designated Intersections with the Vendor System and establish fully operational Infraction processing capability with the Vendor System;
- 1.13 Implement the use of the Vendor System at each of the Designated Intersections;
- 1.14 Deliver the Materials to the City;
- 1.15 Upon approval by an Authorized Employee, issue Notices of Violation or Uniform Traffic Citations;
- 1.16 Obtain access to the records data of the Department of Motor Vehicles in Vendor's capacity as needed for the program;
- 1.17 Vendor shall provide training for personnel of City, including, but not limited to, the persons who City shall appoint as Authorized Employees and other persons involved in the administration of the TSCP, regarding the operation of the Vendor System and the TSCP. This shall include training with respect to the Vendor System and its operations, strategies for presenting Infractions Data in court and judicial proceedings and a review of the Enforcement Documentation;
- 1.18 Provide reasonable public relations resources and media materials to the City in the event that the City elects to conduct a public launch of the TSCP; and
- 1.19 Notice of Violation processing and Notice of Violation re-issuance.

2. CITY OBLIGATIONS. City shall do or cause to be done each of the following (in each case, unless otherwise stated below, at the City's sole expense):
- 2.1. Appoint the Project Manager;
 - 2.2. Assist Vendor in obtaining the Drawings from the relevant Governmental Authorities;
 - 2.3. Notify Vendor of any specific requirements relating to the construction and installation of any Intersection or the implementation of the TCSP;
 - 2.4. Assist and cooperate fully with Vendor in seeking Approvals, including, but not limited to, executing all such documents as may be necessary or desirable to obtain the Approvals;
 - 2.5. Provide reasonable access to City's properties and facilities in order to permit Vendor to install and test the functionality of the Designated Intersections and the TSCP;
 - 2.6. Provide reasonable access to the personnel of City's and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
 - 2.7. Seek approval or amendment of Awareness Strategy and provide written notice to Vendor with respect to the quantity of media and program materials (the "Materials") that the City will require in order to implement the Awareness Strategy during the period commencing on the date on which Vendor begins the installation of any of the Designated Intersection and ending 6 months after the Installation Date;
 - 2.8. Assist Vendor in developing the Red Light Infraction Criteria;
 - 2.9. Seek approval of the Enforcement Documentation;
 - 2.10. The City shall, on a form (attached as Exhibit G) provided by Vendor, provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Vendor is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law;
 - 2.11. If feasible, and only after all necessary approvals have been obtained from utilities and other governmental entities with

jurisdiction, City shall allow Vendor to access power from existing power sources at no cost to City and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the City's jurisdiction;

- 2.12 City shall provide one or more Authorized Employees for the purpose of reviewing Potential Infractions and approving the issuance of Notices of Violation and Uniform Traffic Citations;
- 2.13 The Authorized Employees shall process each Potential Infraction in accordance with State Laws and/or City Ordinances and notify Vendor of whether a Notice of Violation shall issue within five (5) days of its appearance in the Police Review Queue, using Axis™ to determine which Potential Infractions will be issued as Notices of Violation, or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the City's control, or with the consent or approval of Vendor for extension;
- 2.14 City shall provide access to the Internet for the purpose of processing Potential Infractions;
- 2.15 Vendor shall, at no additional cost to the City, provide Police Department/Adjudication workstation computer monitors for citation review and approval which should provide a resolution of 1280 x 1024, which shall be returned to Vendor in the event the Agreement is terminated;
- 2.16 For optimal data throughput, Police Department / Adjudication workstations should be connected to a high-speed Internet connection with bandwidth of T-1 or greater. Vendor will coordinate directly with the City's Information Technology (IT) Department on installation and implementation of the computerized aspects of the program;
- 2.17 City shall provide, on forms provided by Vendor, signatures of all Authorized Employees who will review events and approve the issuance of Notices of Violation and Uniform Traffic Citations;
- 2.18 In the event that remote access to the ATS Axis VPS System is blocked by City's network security infrastructure, the City's IT Department and the counterparts at ATS shall coordinate to facilitate appropriate communications access while maintaining required security measures; and
- 2.19 City shall provide a computer terminal at a public location where persons receiving Notices of Violation or Uniform Traffic Citations may review the recorded images of the violation.

EXHIBIT "C"
Maintenance

1. All repair and maintenance of Traffic Safety Camera Program Systems and related equipment will be the sole responsibility of Vendor, including but not limited to maintaining the casings of the cameras included in the Vendor System and all other Equipment in reasonably clean and graffiti-free condition.
2. Vendor shall not open the Traffic Signal Controller Boxes without a representative of Miami-Dade County Traffic Engineering present.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersections will be the sole responsibility of the Vendor.
4. The provision of all necessary electrical services to the Designated Intersections will be the sole responsibility of the Vendor.
5. In the event that images of a quality suitable for the Authorized Employee to identify Infractions cannot be reasonably obtained without the use of flash units, Vendor shall provide and install such flash units.
6. The Vendor Project Manager (or a reasonable alternate) shall be available to the City's Project Manager each day.
7. Vendor shall ensure that all equipment that it provides pursuant to this Agreement meets the specifications, if any, adopted by the Florida Department of Transportation pursuant to Florida Statute, Section 316.0745(6), by July 1, 2011.

EXHIBIT "D"
Infraction Processing

1. All Infractions Data shall be stored on the Vendor System.
2. The Vendor System shall process Infractions Data gathered from the Designated Intersections into a format capable of review by the Authorized Employee via the Vendor System.
3. Vendor shall act as City's agent for the limited purpose of making an initial determination of whether the recorded images should be forwarded to an Authorized Employee to determine whether an Infraction has occurred and shall not forward for processing those recorded images that clearly fail to establish the occurrence of an Infraction.
4. The Vendor System shall be accessible by the Authorized Employee through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser.
5. Vendor shall provide storage capabilities for the City to store infractions identified for prosecution for a period of time of not less than four (4) years after final disposition of a case or such time as required by general law.
6. Vendor shall provide Authorized Employees with access to the Vendor System for the purposes of reviewing the pre-processed Infractions Data within five (5) days of the gathering of the Infraction Data from the applicable Designated Intersections.
7. Within five (5) days of receipt, the City shall cause the Authorized Employee to review the Infractions Data and to determine whether a Notice of Violation shall be issued with respect to each Potential Infraction captured within such Infraction Data, and transmit each such determination to Vendor using the software or other applications or procedures provided by Vendor on the Vendor System for such purpose. VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICE OF VIOLATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "NOTICE OF VIOLATION DECISION"), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF VIOLATION DECISION.
8. With respect to each Authorized Infraction, Vendor shall print and mail by first class mail a Notice of Violation within the statutorily required timeframe.
9. Vendor shall provide a toll-free telephone number, at its sole expense, for the purposes of answering citizen inquiries.
10. Vendor shall permit the Authorized Employee to generate monthly reports using the Vendor Standard Report System.

11. Upon Vendor's receipt of a written request from the City and in addition to the Standard Reports, Vendor shall provide, without cost to the City, reports regarding the processing and issuance of Notices of Violation, the maintenance and downtime records of the Designated Intersections and the functionality of the Vendor System with respect thereto to the City in such format and for such periods as the City may reasonably request, without cost to the City.
12. Upon Vendor's receipt of a written request from the City at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the City in prosecuting Infractions at no cost to the City.
13. Vendor shall provide such training to City personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the Red Light Enforcement Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon City's request Vendor shall provide the City with an expert in the hearing in that case at no cost to the City.
14. During the Warning Period, Vendor shall implement a public relations program, in coordination with the City and upon City's approval, at no cost to the City.
15. Vendor shall provide to City a Notice of Violation form that complies with the requirements of Law of Florida 2010-80, as may be amended or recodified from time to time. Vendor shall also provide to City a form of affidavit for use by owners of motor vehicles who claim an exemption under Florida Statutes § 316.0083 and shall make that affidavit available to owners through an Internet location or upon telephone request by an owner who has received a Notice of Violation or Uniform Traffic Citation.
16. Vendor agrees that the City shall have the right to review and approve the form Notice of Violation prior to its use, and that in the event City determines additional information should be included in the Notice of Violation, Vendor shall modify the Notice of Violation form, at its sole expense, to comply with those requirements.
17. The City shall provide Vendor with a form of Uniform Traffic Citation that complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications may be necessary to enable use with Vendor's Systems.
18. If a motor vehicle owner who receives a Notice of Violation fails to pay the statutory penalty or submit an affidavit that complies with all of the requirements of Florida Statutes § 316.0083(1)(d), as may be amended or recodified from time to time, within the time period provided in Florida Statutes § 316.0083(1)(b), as may be amended or recodified from time to time, the issuance of a Uniform Traffic Citation shall automatically occur based upon the prior Authorized Employee approval of the Notice of Violation.
19. The City shall provide a magistrate, judge, hearing officer, or other similar official as may be required, together with adjudication facilities, all for the purpose of scheduling and hearing disputed Uniform Traffic Citations.

20. For any city using ATS lockbox or epayment services, Vendor will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at U.S. Bank. All funds collected on behalf of the Customer will be deposited in this account and transferred by wire the first business day of each week to the Customer's primary deposit bank. The Customer will identify the account to receive funds wired from U.S. Bank. If desired, Customer will sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer's financial interest in said U.S. Bank account is preserved.

EXHIBIT "F"
SERVICE FEE SCHEDULE

1.0	Description of Pricing	Fee
	Fees are based on per Camera and are as follows:	
	Option 1: Flat Fee per Camera per Month, plus certified mail processing surcharge of \$4 per piece metered (no return receipt):	\$4,750
	Option 2: Lane based pricing, plus certified mail processing surcharge of \$4 per piece metered (no return receipt):	
	• For 1 or 2 lanes	\$3,750
	• For 3 or 4 lanes	\$4,750
	• For 5 or 6 lanes	\$5,750
	Option 3: Base Fee Per Camera Per Month, plus flat fee per service unit for individual work elements.	\$2,750
	• For violation data transmission, first review, second quality review service, supervisory review, Traffic Infraction Enforcement Officer (TIEO) access and review portal	\$6.50
	• Data acquisition fee per registered owner match	\$3.50
	• Mail printing, processing, and handling service includes Notice of Violation (NOV) by first class mail and UTC by certified mail including bad address processing and remailing.	\$7.50
	• Inbound call/customer service	\$4.50
	• Affidavit processing service	\$4.50
	• Payment processing service	\$1.50
	• Data archival service	\$1.50
	Service Fees Include: Fee includes all costs required and associated with camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach (except for Option 2) with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, mailing of Notice of Violation in color with return envelope, lockbox and epayment processing services, call center support for general program questions and public awareness program support.	
	Note: Customer will notify ATS which Pricing Fee Option to utilize within 30 days of Amendment being executed by both parties.	
2.0	Collection Services: ATS will initiate collection efforts of delinquent notices upon written request by Customer. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to our Fees noted above.	
	Pre-Collection Letters	10% of Recovered Revenue
	Delinquent Collections Services	30% of Recovered Revenue
3.0	Optional Annual Training Conference: ATS provides a comprehensive user training conference for active photo traffic safety and enforcement clients. The conference's main focus is Training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The <i>Annual User Conference</i> will be held in Phoenix Metro area. Customer shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.	

Pricing valid through June 30, 2010.