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Venice of America

City of Fort Lauderdale
Police Department

1300 West Broward Boulevard
Fort Lauderdale, Florida 33312
(954)828-5700
www.flpd.org



MEMORANDUM

To: Aixa D. Penedo, Administrative Assistant to Lee R. Feldman, City Manager

From: Bradley H. Weissman, Esquire

Date: April 1, 2013

Re: Second Amendment to Agreement Between City of Fort Lauderdale
and American Traffic Solutions, Inc.

● Message:

Enclosed are two (2) originals of the Second Amendment to Agreement Between City of Fort Lauderdale and American Traffic Solutions, Inc. This agreement has been approved for renewal by the City Commission.

Please obtain the signature of Mr. Feldman on all four original agreements and then forward the documents to Jonda K. Joseph, City Clerk, in order to complete execution of the agreement. **Once the Mayor, City Manager, City Clerk and Notary Public have executed the documents, please return both original agreements to the Police Legal Unit.**

If you have any questions, please do not hesitate to contact me.

Bradley H. Weissman, Esquire – ext. 5622

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF FORT LAUDERDALE AND AMERICAN TRAFFIC SOLUTIONS, INC.**

This Second Amendment ("Second Amendment") is dated effective this 5th day of April, 2013 and is entered into between American Traffic Solutions, Inc., a Kansas corporation authorized to transact business in the State of Florida as ATS American Traffic Solutions, Inc., ("ATS"), with its principal place of business at 1330 West Southern Avenue, Tempe, Arizona 85282, and the City of Fort Lauderdale, a Florida municipality, ("City").

RECITALS

WHEREAS, on June 2, 2009, the City and ATS entered into an Agreement for provision of an automated camera red light traffic enforcement system ("Agreement"), which Agreement included a Professional Services Agreement for the City's use of the AxisTM System to enforce traffic violations ("PSA"); and

WHEREAS, on July 7, 2010, the City and ATS amended the Agreement (the "First Amendment"); and

WHEREAS, section 15 of the PSA requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement to increase the safety benefit of the program.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Second Amendment, the City and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Execution of this Second Amendment shall serve as the City's written notice to proceed with up to thirty (30) camera locations, subject to the mutual agreement of ATS and the City's City Manager, including but not limited to those set forth in Exhibit A to this Second Amendment.
3. Section 4 of the PSA, as it relates to the term of the Agreement, is hereby amended to extend the term of the Agreement by three (3) years, to expire on May 1, 2016.
4. Subsection 4(iv) of the PSA is hereby deleted in its entirety and replaced with the following:

For convenience of Customer, as the Customer reserves the right, in its best interest as determined by the Customer, to terminate by giving written notice to ATS thirty (30) days prior to the effective date of such termination. If the Customer elects to terminate the agreement under this subsection, Customer shall pay ATS an early termination fee based on a price of \$2,000 per Camera System for each month remaining in the then-current term. Example: Customer terminates the Agreement for convenience with two (2) months remaining in the term. Customer would owe ATS \$4,000 (\$2,000 x 2) for the early termination fee.

5. Section 1.0 of Schedule 1, Service Fee Schedule, is hereby amended as follows:

1.0 Description of Pricing

Equipment Fee per approach, per month shall remain \$4250, as described in Schedule 1 of the First Amendment. However, in the event that a camera system becomes operational in the middle of a month, the equipment fee for that camera for the first month of operation shall be calculated on a pro rata basis.

6. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

7. The provisions of the Agreement, the PSA, as amended by the First and Second Amendments, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.

8. 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.

9. In case any one or more of the provisions contained in this Amendment 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 herein and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The Agreement, as amended, shall be enforced to the maximum extent possible so as to give effect to the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make it valid and enforceable.

10. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

CITY OF FORT LAUDERDALE

By: **SEE ATTACHED SIGNATURE PAGE 2(A)**

Mayor

Date

ATTEST:

By:

City Clerk

Date

APPROVED AS TO FORM:

By:

City Attorney

Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF FORT LAUDERDALE AND
AMERICAN TRAFFIC SOLUTIONS, INC.

[Municipal Seal]

ATTEST:

CITY OF FORT LAUDERDALE, FLORIDA

Lee R. Feldman
LEE R. FELDMAN
CITY MANAGER

4/3/13
DATE

By: John P. "Jack" Seiler
JOHN P. "JACK" SEILER
MAYOR

Approved as to Form:

Jonda K. Joseph
JONDA K. JOSEPH
CITY CLERK

4-5-13
DATE

Bradley H. Weissman
BRADLEY H. WEISSMAN
ASSISTANT CITY ATTORNEY

4/1/13
DATE

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 5th day of April, 2013, by JOHN P. "JACK" SEILER, MAYOR, on behalf of the City of Fort Lauderdale, Florida. He is personally known to me or produced _____ as identification and did/did not first take an oath.

My Commission Expires:



[SEAL]

Jeanette A. Johnson
Signature - Notary Public
Jeanette A. Johnson
Printed Name of Notary

Notary's Commission Number EE 33367

B. M. Bolton

3/20/13

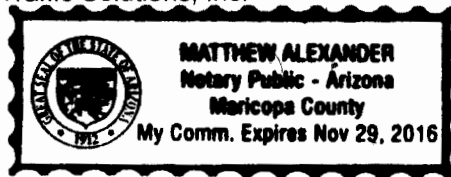
Michael Bolton
Chief Operating Officer

Date

STATE OF ARIZONA:
COUNTY OF MARICOPA:

The foregoing instrument was acknowledged before me this 20 day of march, 2012, by Michael Bolton as Chief Operating Officer for American Traffic Solutions, Inc., a Kansas corporation authorized to transact business in the State of Florida as American Traffic Solutions, Inc.

(Seal)



Matthew Alexander
Notary Public, State of Arizona County
(signature of Notary Public - ~~State of~~ Maricopa)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR produced Identification _____

Type of Identification Produced _____

Exhibit A
Designated Intersections

EB	Davie Blvd / SR 736	S Andrews Ave
WB	Davie Blvd / SR 736	SW 27th Ave
WB	Davie Blvd / SR 736	SW 9th Ave
WB	E Commercial Blvd / SR 870	NE 15th Ave
WB	E Commercial Blvd / SR 870	NE 18th Ave
EB	E Commercial Blvd / SR 870	NE 18th Ave
WB	E Commercial Blvd / SR 870	NE 20th Ave
EB	E Commercial Blvd / SR 870	NE 20th Ave
EB	E Oakland Park Blvd	FL A1A / N Ocean Blvd
SB	FL A1A / N Ocean Blvd	E Oakland Park Blvd
NB	FL A1A / N Ocean Blvd	E Oakland Park Blvd
SB	NW 31st Ave	NW 19th St
NB	S Federal Hwy / US 1	SE 7th St
SB	S Federal Hwy / US 1	SE 7th St
WB	W Broward Blvd / SR 842	NW 5th Ave
EB	W Broward Blvd / SR 842	NW 5th Ave
WB	E Commercial Blvd / NE 50th St	N Federal Hwy / US 1
EB	E Oakland Park Blvd	N Federal Hwy / US 1
SB	N Federal Hwy / US 1	E Commercial Blvd / NE 50th St
SB	Powerline Rd	W Cypress Creek Rd
EB	W Cypress Creek Rd	Powerline Rd
WB	W Cypress Creek Rd	Powerline Rd
EB	E Broward Blvd	Federal Hwy / US 1
WB	E Broward Blvd	Federal Hwy / US 1
WB	SE 17th St	S Federal Hwy / US 1
NB	N Federal Hwy/US 1	Bayview Dr/NE 62nd St
SB	N Federal Hwy/US 1	NE 62nd St/Cypress Creek Rd
EB	NE 62nd St/Cypress Creek Rd	N Federal Hwy/US 1