

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

This Second Amendment ("Second Amendment") is dated effective this _____ day of _____, 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 ensure that the City program is self-sufficient, increase the safety benefit of the program, and improve overall performance 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 for up to thirty-five (35) approaches, subject to the written mutual agreement between ATS and the City Manager, including but not limited to those set forth in Exhibit A to this Second Amendment. Said written agreement must be forwarded by ATS to the Police Chief prior to installation of cameras at agreed upon approaches.
3. Section 4 of the PSA 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 2.3.1 of Exhibit A of the PSA is hereby deleted in its entirety and replaced with the following:

If the Customer requests that ATS move a Camera System to a new Approach after initial installation, ATS and the Customer shall share the costs to relocate the Camera System, with fifty percent (50%) of the cost to be paid by ATS and fifty percent (50%) of the cost to be paid by the Customer.

6. Section 1.0 of Schedule 1, Service Fee Schedule, is hereby deleted in its entirety and replaced as follows:

1.0 Description of Pricing

Equipment Fee (per approach, per month)	\$2,500
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Equipment Fees are calculated per approach, per month (pro-rated for cameras installed mid-month) and include all costs required and associated with red-light camera equipment with up to two (2) signal phases, installation, maintenance and on-going field operations.

In addition to Equipment Fees, City will pay ATS for Processing Costs in the amount of \$25.50 per event processed by ATS and sent to the City's Traffic Infraction Enforcement Officer for review. Processing Costs are calculated based on events processed from all Camera Systems combined during each month and include violation processing services, DMV records access, mailing of required documents, lockbox and e-payment processing services, call center support for general program questions, public awareness program support and access to web-based AXSIS VPS for Traffic Infraction Enforcement Officer review.

If the total of the monthly Equipment Fees plus the monthly Processing Costs in any given month exceeds \$4,250 times the total number of Approaches that have been operational for the entire month, Customer shall pay \$4,250 per Approach that has been operational for the entire month for that month, regardless of the number of cameras located at that approach.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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:

Mayor

Date

ATTEST:

By:

City Clerk

Date

APPROVED AS TO FORM:

By:

City Attorney

Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

Michael Bolton
Chief Operating Officer

Date

STATE OF ARIZONA:
COUNTY OF MARICOPA:

The foregoing instrument was acknowledged before me this _____ day of _____, 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)

Notary Public, State of Arizona
(signature of Notary Public – State of _____)

(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
NB	FL A1A / N Ocean Blvd	NE 23rd St
NB	FL A1A / N Ocean Blvd	NE 30th St
SB	FL A1A / N Ocean Blvd	NE 30th St
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