

CITY OF MIAMI SPRINGS



Police Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 887-1444
Fax: (305) 883-2384

TO: Honorable Mayor Garcia and Members of the City Council

VIA: James R. Borgmann, City Manager

FROM: Peter G. Baan, Chief of Police

DATE: August 17, 2011

SUBJECT: Recommendation that Council Waive the Competitive Bid Process and Award a Contract to American Traffic Solutions for Installation of Red-light Cameras in the City of Miami Springs, Pursuant to Section §31.11 (E)(6) (g) of the City Code.

REASON: Traffic Safety

COST: N/A

FUNDING: N/A; see attached documentation 1) 2/23/11 Memorandum from P. Baan to J. Borgmann, 2) Professional Service Agreement with ATS, 3) 8/17/11 Memorandum from P. Baan to J. Borgmann including worksheets.

Procurement approval: 

Agenda Item No.

City Council Meeting of:

8-22-2011 



**Miami Springs
Police Department**

Memorandum

To: James R. Borgmann, City Manager

From: Peter G. Baan, Chief of Police

Subject: Red Light Camera System

Date: 02/23/2011

A handwritten signature in black ink, appearing to read "Peter G. Baan".

In May of 2010, Governor Charlie Christ signed into law the "Mark Wandall Traffic Safety Act". This legislation sets statewide fines for Red Light Camera violations and establishes system specifications and the violation prosecution process. When a Red Light violation is recorded by a camera system it is forwarded by to the appropriate police department for review to determine if a violation notice will be sent. If it is determined to be appropriate, a violation notice is sent to the registered vehicle owner. The current fine is \$158.00, of which \$75.00 is retained by the county or municipality that deployed the camera system.

For the past few months, the City Administration has been investigating the feasibility of installing "Red Light Cameras" at various intersections within Miami Springs. The major benefit of these cameras is to reduce the number of serious accidents in the City. Various studies have shown that over a period of time the occurrence of serious traffic accidents can be significantly reduced with the installation of this technology. In a preliminary survey, it has been estimated that approximately 20 intersection approaches in Miami Springs would be suitable for installations. The secondary benefit of these systems is revenue production. The vast majority of installations have been a positive revenue source to the respective jurisdictions. Local camera installations are generating an average of approximately \$100,000 in revenue each per year. Currently, 23 jurisdictions within Miami-Dade County have operating systems or contracts to install systems.

A committee consisting of City Manager James Borgmann, Assistant City Manager Ronald Gorland, Finance Director William Alonso, Procurement Specialist Tammy Romero and myself reviewed presentations from three Red Light Camera System vendors. Details such as pricing, operational characteristics, technical and legal support and aesthetics were considered. After careful consideration, it was the unanimous decision of the selection committee to recommend that the City enter into a contract with American Traffic Solutions, Inc. to deploy a Red Light Camera System within the City of Miami Springs.

Attachments

PROFESSIONAL SERVICES AGREEMENT

This *Professional Services Agreement* which includes the attached Exhibits ("this Agreement") is between **American Traffic Solutions, Inc.** (herein "ATS"), with its principal place of business at 7681 East Gray Road, Scottsdale, Arizona, and the City of Miami Springs, Florida (herein "Customer"), with principal offices at 201 Westward Drive; Miami Springs, Florida 33166. This Agreement sets forth the terms and conditions under which ATS will furnish the Services described herein to Customer.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes for the enforcement of red-light violations through the use of traffic infraction detectors, as defined in Section 316.003(86) of the Florida Statutes, referred to collectively as the "Axis System" (herein the "Axis System"); 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 Customer has approved Ordinance No. _____ of the City's Code of Ordinances to provide for the enforcement of red light violations using traffic infraction detectors in accord with the provisions of Law of Florida 2010-80; and,

WHEREAS, Customer desires to use the Axis™ System to implement its Traffic Signal Automated Enforcement Program, and to issue Notice of Violations and Uniform Traffic Citations.

WHEREAS, Customer desires to use the Axis System to monitor and enforce red light violations.

WHEREAS, Customer awarded the contract to ATS pursuant to Ordinance _____, the Customer's purchasing ordinance, which permits the Customer to purchase services under a contract of another governmental agency or municipality that was awarded pursuant to competitive bids based on clearly defined specifications, and the instant contract is substantially in the form of the Professional Services Agreement issued to ATS by the City of Medley, Florida pursuant to a competitive bid based on clearly defined specifications.

The attached Exhibits include:

- Exhibit A.....SERVICE FEE SCHEDULE
- Exhibit B.....SCOPE OF WORK
- Exhibit C.....INITIAL CAMERA LOCATIONS
- Exhibit D.....DMV SUBSCRIBER AGREEMENT

By signing below, each of us agrees to the terms and conditions of this Agreement, which includes the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF MIAMI SPRINGS, FLORIDA

By: _____ Date
Adam E. Tuton,
EVP & President of Public Safety

By: _____ Date
Zavier M. Garcia, Mayor

ATTEST:

By: _____ Date
Magali Valls, City Clerk

This Agreement is effective upon the last date as shown on this cover page (the "Effective Date").

Deleted: 8/16/2011 8:59 PM

Confidential
Page 2 of 17

| 8/17/2011 9:54 AM

City of Miami Springs, FL

I. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings provided below:

1. "**Approach**" means one (1) direction of travel or one (1) or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Camera System**" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a **Violation** on up to four (4) contiguous lanes controlled by up to two (2) signal phases which records such data with one (1) or more images of the rear of the vehicle involved in the **Violation**, the vehicle's license tag, and the traffic signal being violated, together with streaming video of the **Violation**. "**Camera System**" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis System is stationed.
3. "**Notice of Violation**" means a written notice of a **Violation** or equivalent instrument issued by or on behalf of **Customer** relating to a **Violation** documented or evidenced by the Axis System.
4. "**Owner**" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
5. "**Person**" or "**Persons**" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
6. "**Project Business Process Work Flow**" means initial schedules and timelines required to begin the implementation of City's project.
7. "**Recorded Image**" means an image digitally recorded by a "**Camera System**".
8. "**Site Selection Analysis**": A statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for an intersection safety camera system.
9. "**Traffic Control Signal**" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.
10. "**Traffic Infraction Enforcement Officer**" means an employee of **Customer's** police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
11. "**Uniform Traffic Citation**" means a uniform traffic citation as described in Section 316.650 of the Florida Statutes.
12. "**Violation**": Means a violation of Section 316.074(1) or Section 316.075(1)(c)1 of the Florida Statutes involving a motor vehicle.

II. GENERAL TERMS AND CONDITIONS

1. **ATS AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 1.
2. **CUSTOMER AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 2.
3. **TERM AND TERMINATION:**
The term of this Agreement shall be for five (5) years beginning on the date of first issued **Notice of Violation** from the last installed Camera System in the first authorized phase of Camera Systems (the "Start Date"). The Customer shall have an option to extend the Agreement for successive five (5) year periods by providing written notice to ATS of its intent to exercise said option one hundred and twenty (120) days prior to the expiration of the current term.

Deleted: 8/16/2011 8:59 PM

3.1 **ATS' services may be terminated:**

- (i) By mutual written consent of the parties;
- (ii) For Cause, by either party where the other party fails in any material way to perform its obligations under this **Agreement**. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) For Convenience, by either party in the event the Customer's use of red light safety camera systems is rendered unlawful pursuant to applicable state or federal law and after the exhaustion of all legal action by either the Customer or ATS seeking to overturn the court order or state or federal legislation that rendered the use of red light safety cameras unlawful, however the Customer shall have no obligation to pay ATS a fee for any period when it is unlawful to issue citations. The term of the **Agreement** shall be suspended during any period in which the Customer is not obligated to pay ATS and such time period shall be added to the term of the **Agreement** once it becomes lawful for the Customer to issue citations. In the event of termination pursuant to this subsection, the parties shall take the following actions set forth in Subsection 3.3 below which survive termination during the wind-down period.
- (iv) Without Cause, Customer may terminate at any time after giving one hundred twenty (120) days written notice to discontinue the Camera System program. In the event the **Agreement** is terminated by the Customer pursuant to this Section 3.2 (iv) during the term of the **Agreement**, the Customer shall pay ATS the unamortized amount invested by ATS in each approach at the date of termination by the Customer. In a termination pursuant to this subsection during the term of the **Agreement**, ATS shall be required to provide complete documentation to support its total investment in each approach, including specific documentation relative to the total cost of each Camera System and related equipment, labor and installation costs and any other on-going maintenance costs specific to each Camera System. The reimbursement amount shall then be determined by establishing the total cost of each approach, which shall then be amortized based on the rules governing amortization of capital equipment as contained in the Internal Revenue Service Code.

3.3 Upon termination of this **Agreement** for any reason, the parties recognize that **Customer** will have to process traffic law violations in the "pipeline", and that **ATS** accordingly must assist **Customer** in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: **Customer** shall cease using the Aaxis System, shall return or allow **ATS** to recover all provided equipment within a reasonable time not to exceed one hundred and twenty (120) days, and shall not generate further images to be processed. Unless and until directed by **Customer** not to do so, **ATS** shall continue to process all images taken by **Customer** before termination and provide all services associated with processing in accordance with this **Agreement**, and shall be entitled to all Fees specified in the **Agreement** as if the **Agreement** were still in effect.

4. **ASSIGNMENT:**

Neither party may assign all or any portion of this **Agreement** without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for the purposes of ATS business financing purposes, ATS may sell, assign, transfer or convey any interest in this contract in whole or in part without the written consent of the Customer.

5. **FEES AND PAYMENT:**

- 5.1 **Customer** shall be invoiced and pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Schedule 1 ("Fees").
- 5.2 **Customer** shall pay all Fees due **ATS** based upon invoices from the proceeding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances, except as provided in section 5.4 Revenue Neutrality.

Deleted: 8/16/2011 8:59 PM

- 5.3 Unit prices will be fixed for the first two (2) years of the first term and thereafter on each anniversary date of the term unit prices will increase by Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- 5.4 *Revenue Neutrality.* During the term of the contract, payments by the Customer may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan the Customer may defer certain payments to ATS due and owing during a fiscal year (such fiscal year to run from October 1 to September 30), which shall be the "billing period". If at the end of a billing period sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS, ATS agrees to waive its right to recovery with respect to any balance owing to ATS at the end of that fiscal year. The first billing period when a waiver of right to recovery may occur shall not be before the Agreement has been in effect for at least twelve (12) months. For purposes of this clause, the term "funds" shall not mean the gross amount of penalties to be assessed pursuant to Florida Statutes Section 316.0083(1)(b)3. and/or Florida Statutes Section 318.18(15)(a)3. for a violation of Florida Statutes Sections 316.074(1) or 316.075(1)(c) (such amount as of the Effective Date of this Agreement being \$158.00), rather "funds" shall be only such portions of said gross revenues that are either (i) retained by the City after remittances contemplated in Florida Statutes Section 316.0083(1)(b), or (ii) sums distributed to the City pursuant to Florida Statutes Section 318.18(15)(a)3.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the billing period. If amount of funds collected from all camera systems combined during a month exceeds the amount of the ATS invoice for the same month, the Customer shall pay ATS the total amount due on the invoice. If the amount of funds collected from all camera systems combined during a month is less than the amount of the ATS invoice for the same month, the Customer shall pay ATS only the amount collected during the same month and Customer may defer payment of the remaining balance. Payments due ATS shall be reconciled by applying future funds collected in subsequent months during the same billing period, first to the accrued balance and then to the subsequent monthly invoice during the same billing period. At any time the ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected during the billing period. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices during the same billing period. At no time shall any accrued balances owed by Customer to ATS carry-back or carry-forward to preceding or subsequent billing periods. Under the Flexible Payment Plan, the Customer shall never pay ATS more in fees than revenue generated from the program.

6. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axis System, ATS may conduct an analysis of each intersection Approach being considered for a Camera System. If ATS deems necessary, ATS will use the Site Selection Analysis assessment model or other tool or means to complete the analysis. The Customer will be provided a report on violations recorded at each monitored approach. For any intersection Approach recommended by the Customer, ATS may install a Camera System. However, ATS may elect not to install a Camera System where traffic violation data does not support installation of the Axis System. Refer to Exhibit C, Designated Intersections, for the identified intersection approaches for first phase of project.

7. COMMUNICATION OF INFORMATION:

ATS agrees that most information obtained by ATS through operation of the Axis System shall be made available to Customer during ATS's normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of Customer's obligation under this Agreement. Depending on the scope of Customer's request, there may be a fee for such services.

8. CONFIDENTIAL INFORMATION:

Deleted: 8/16/2011 8:59 PM

No information given by **ATS** to **Customer** will be of confidential nature, unless specifically designated in writing as proprietary and confidential by **ATS** or deemed confidential by operation of law. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of the "Florida Open Records Act" or similar laws, insofar as they may be applicable. **ATS** shall not use any information acquired by this program with respect to any violations or **Customer's** law enforcement activities for any purpose other than the program.

9. OWNERSHIP OF SYSTEM:

It is understood by **Customer** that the System being installed by **ATS** is, and shall remain, the sole property of **ATS**, unless separately procured from **ATS** through a lease or purchase transaction. The System is being provided to **Customer** only under the terms and for the term of this Agreement.

10. INDEMNIFICATION AND INSURANCE:

Any **Camera System** provided by **ATS** pursuant to this Agreement shall comply with the maintenance procedures and manufacturer recommendations for that equipment. **ATS** shall indemnify and save harmless **Customer** against claims arising from **ATS's** negligent or willful violations of the maintenance procedures and manufacturer recommendations for operation of the **Camera System**.

ATS shall maintain the following minimum scope and limits of insurance:

- 10.1 Insurance policies providing aggregate commercial general liability coverage of at least \$5,000,000 per occurrence. Such insurance shall include **Customer**, its officers, directors, employees and elected officials as additional insureds for liability arising from **ATS's** operations.
- 10.2 Workers' Compensation Insurance as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident; **ATS** shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of **Customer**.
- 10.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles use by **ATS** with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

Customer and its officers and employees, shall be named as additional insureds on the comprehensive general liability policies provided by **ATS** under this Agreement. **ATS** shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name **Customer** and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing **ATS** is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to **Customer** within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that **Customer** shall be notified of all cancellations of such insurance policies. **ATS** shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as **Customer** is a body politic and corporate, the laws from which **Customer** derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, **Customer** may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. **Customer** shall be responsible for vehicle insurance coverage on any vehicles driven by **Customer** employees. Coverage will include liability and collision damage.

11. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Florida.

12. DISPUTE RESOLUTION:

Deleted: 8/16/2011 8:59 PM

All disputes arising out of or in connection with the **Agreement** shall be attempted to be settled through good-faith efforts between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- 12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties upon a showing of substantial need by the party seeking discovery.
- 12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:
 - (i) damages inconsistent with the **Agreement**; or,
 - (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 12.3 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.
- 12.4 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this **Agreement**.

13. AMENDMENTS TO THE AGREEMENT:

Customer may from time to time consider it in its best interest to change, modify or extend the terms, conditions or covenants of this **Agreement** or require changes in the scope of services to be performed by **ATS**, or request **ATS** to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this **Agreement**. If changes or modifications result in additional costs, **ATS** will provide a written estimate of such. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of **ATS'** compensation, must be agreed upon by and between **Customer** and **ATS** incorporated in written amendments (herein "Amendments") to this **Agreement**. Such Amendments shall not invalidate the procurement process or this **Agreement** nor relieve or release **ATS** or **Customer** of any of its obligations under this **Agreement** unless stated therein. No oral amendments, changes, or modifications to this **Agreement** are permitted.

14. LEGAL CONSTRUCTION:

In case 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 not been contained herein.

15. PRIOR AGREEMENT SUSPENDED:

Deleted: 8/16/2011 8:59 PM

This **Agreement** constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

16. NO AGENCY:

ATS is an independent contractor providing services to **Customer**, and the employees, agents and servants of **ATS** shall in no event be considered to be the employees, agents or servants of **Customer**. This **Agreement** is not intended to create an agency relationship between **ATS** and **Customer**, except as expressly provided in Exhibit B hereto.

17. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by **ATS**. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

18. OFFER EXTENDED TO OTHER GOVERNMENTAL AGENCIES:

Customer encourages and agrees to **ATS** extending the pricing, terms and conditions of this **Agreement** to other governmental entities at the discretion of **ATS**.

19. ENTIRE AGREEMENT:

The provisions of this **Agreement**, 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 **Agreement** are merged into this **Agreement**. Except as amended by this **Agreement**, the terms of the **Agreement** shall continue in full force and effect.

20. COUNTERPART EXECUTION:

This **Agreement** 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 **Agreement** on its behalf has all right and authority to bind and commit that party to the terms and conditions of this **Agreement**.

21. NOTICES:

Any notices or demand which, under the terms of this **Agreement** or under any statute, must or may be given or made by **ATS** or **Customer** shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

TO THE CUSTOMER:

City of Miami Springs, FL
201 Westward Drive
Miami Springs, FL 33166
Attention: Zavier M. Garcia
Mayor

TO ATS:

American Traffic Solutions, Inc.
7681 East Gray Road
Scottsdale, Arizona 85260
Attention: Adam E. Tuton
EVP & President of Public Safety

22. MOST FAVORED GOVERNMENTAL ENTITIES:

ATS agrees that if, after the Effective Date of this **Agreement**, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a service fee that is more favorable than the service fee in this **Agreement**, the **Customer** shall be entitled to such service fee.

Deleted: 8/16/2011 8:59 PM

EXHIBIT A
SERVICE FEE SCHEDULE

1.0	Description of Pricing	Fee
	Fees are based on flat fee per camera per month and are as follows:	
	For 1 or 2 Lanes	\$3,750*
	For 3 or 4 Lanes	\$4,250*
	For 5 or 6 Lanes	\$5,250*

*A \$500 per month discount has been applied per camera on the pricing fee for each month during the first 12 months after installation, provided that the camera is installed during the first 12 months after the Date an Agreement is executed.

Service Fees Include: Fee includes all costs required and associated with one rear only camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment 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, mailing of Uniform Traffic Citation (as needed), lockbox and epayment processing services, call center support for general program questions and public awareness program support.

Assuming no return receipt is required, the fee for certified mail for the Uniform Traffic Citation is extra and will be billed per unit as published by the US Postal Service (<http://www.usps.com/prices/extra-services-prices.htm>).

2.0 **Optional Collection Services:** ATS may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts do not conflict with State Law. 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 *Annual User Conference* 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 10/9/2011

Deleted: 8/16/2011 8:59 PM

EXHIBIT B
SCOPE OF WORK

I. ATS SCOPE OF WORK

1.2 ATS IMPLEMENTATION

- 1.2.1 **ATS** agrees to provide **Camera Systems** to the **Customer** as described in this Agreement, except for those items identified in Section 2 titled "**Customer Scope Of Work**". **ATS** and **Customer** understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the **Customer**, unless otherwise specified, **Customer** shall not charge **ATS** for the cost. All other in-scope work, external to **Customer**, is the responsibility of **ATS**.
- 1.2.2 **ATS** agrees to make every effort to adhere to the Project Business Process Work Flow agreed upon between the parties.
- 1.2.3 **ATS** will assist **Customer** with Site Selection Analysis evaluation of candidate sites.
- 1.2.4 **ATS** will install **Camera Systems** at a number of intersections or grade crossing approaches to be agreed upon between **ATS** and **Customer** after completion of Site Selection Analysis, unless already identified in Exhibit C, Designated Intersections of this Agreement. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where **Camera Systems** are installed and maintained
- 1.2.5 **ATS** will operate each **Camera System** on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 **ATS'** in-house Communications Department will assist **Customer** with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, **ATS** may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to **ATS** from collected revenue.
- 1.2.7 **ATS** agrees to provide a secure web site (www.violationinfo.com) accessible to **Owners** who have received **Notices of Violation** or **Uniform Traffic Citations** by means of a Notice # and PIN, which will allow violation image and video viewing. As part of the secure website, **ATS** will provide a Frequently Asked Questions (F.A.Q.) page.
- 1.2.8 **Customer** and **ATS** will complete the Project Business Rules Process Work Flow design within thirty (30) days of the **Effective Date**, unless mutually agreed to otherwise by both parties.
- 1.2.9 **ATS** will design, fabricate, install and maintain red light camera warning signs required by law to be posted in connection with the use of a **Camera System**.
- 1.2.10 Unless otherwise notified, **ATS** will provide technician site visits to each **Camera System** once per quarter, or as needed, to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. **ATS** agrees to follow all applicable Florida Department of Transportation regulations related to the installation and maintenance of Traffic Infraction Detectors.

Deleted: 8/16/2011 8:59 PM

- 1.2.11 **ATS** shall make every effort to repair a non-functional **Camera System** within seventy-two (72) business hours of determination of a malfunction, except for those causes of Force Majeure as outlined in Section 17.0 General Terms and Conditions of this Agreement.
- 1.2.12 **ATS** shall make every effort to repair the **Axis VPS System** within one (1) day from the time of reported outage. Outages of **Customer** internet connections or infrastructure are excluded from this service level.
- 1.2.13 For any **Customer** using **ATS** lockbox or epayment services, **ATS** 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 **Customer** will identify the account to receive funds wired from U.S. Bank. **Customer** shall sign a W-9 and blocked account agreement, to be completed by **Customer**, to ensure **Customer's** financial interest in said U.S. Bank account is preserved.
- 1.2.14 **ATS** shall provide training for personnel of the **Customer**, including, but not limited to, the persons who **Customer** shall appoint as Traffic Infraction Enforcement Officers and other persons involved in the administration of the program, regarding the operation of the **ATS System** and the program. This shall include training with respect to the **ATS System** and its operations, strategies for presenting Infractions Data in court as expert witness and judicial proceedings and a review of the Enforcement Documentation.

1.3 **ATS OPERATIONS**

- 1.3.1 **ATS** shall provide **Customer** with an automated web-based citation processing system (**Axis VPS**) including image processing, color printing and mailing of a **Notice of Violation** per chargeable event. Each **Notice of Violation** shall be delivered by first class mail to the **Owner** within the statutory period. Mailings to **Owners** responding to **Notices of Violation** identifying drivers in affidavits or non-liability or by rental car companies are also included according to each pricing option.
- 1.3.2 **ATS** shall act as **Customer's** agent for the limited purpose of making an initial determination of whether **Recorded Images** should be forwarded to the **Traffic Infraction Enforcement Officer** to determine whether a **Violation** has occurred and shall not forward for processing those **Recorded Images** that clearly fail to establish the occurrence of a **Violation**.
- 1.3.3 Upon expiration of the due date of the **Notice of Violation**, **Axis VPS** shall issue a **Uniform Traffic Citation**, which shall be delivered by certified mail, no return receipt, to the **Owner** within the statutory period. The issuance of the **Uniform Traffic Citation** shall be based on the **Traffic Infraction Enforcement Officer's** approval, as provided in Section 2.4 of this Exhibit B, Scope of Work, of the **Notice of Violation**.
- 1.3.4 **ATS** shall make available a form of affidavit, approved by **Customer**, to be used by an **Owner** who wishes to establish the existence of an exemption to a **Notice of Violation** or **Uniform Traffic Citation** as provided in Section 316.0083(1)(d)1 of the Florida Statutes.
- 1.3.5 **Axis VPS** shall apply an electronic signature to a **Notice of Violation** or **Uniform Traffic Citation**, when authorized to do so by an approving **Traffic Infraction Enforcement Officer**.
- 1.3.6 **ATS** shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as **Customer's** agent for these purposes.
- 1.3.7 **ATS** shall seek records from out-of-state vehicle registration databases and apply records found to issue **Notices of Violation** and **Uniform Traffic Citations** for

Deleted: 8/16/2011 8:59 PM

Customer according to each pricing option. **ATS** assumes this responsibility as named **Customer's** agent by signing of DMV Subscribers Agreement.

- 1.3.8 If **Customer** is unable to or does not desire to integrate **ATS** data into its adjudication system, **ATS** shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence (up to six correspondences) and other related information required to adjudicate the disputed **Uniform Traffic Citation**. The system will also enable the adjudication staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of **ATS** data to the adjudication system may, at **ATS's** option, be advanced to or on behalf of **Customer**, and recovered by **ATS** from **Customer** as an additional charge on its invoice submitted to **Customer** pursuant to Section 5 of this **Agreement**.
- 1.3.9 **Customer** shall be able to use the Axisis VPS System to run and print standard system reports. In the event **Customer** requests a custom report, **ATS** will provide a written estimate on its development. Any custom report must be agreed upon by and between **Customer** and **ATS** in writing.
- 1.3.10 If required by the Court or prosecutor, **ATS** shall provide **Customer** with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axisis System until judicial notice is taken.
- 1.3.11 In those instances where damage to a **Camera System** (or sensors where approved) is caused by negligence on the part of **Customer** or its authorized agent(s), **ATS** will provide **Customer** an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, **ATS** shall repair any damaged equipment and **Customer** will reimburse **ATS** for cost of repair. **ATS** shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.12 **ATS** shall provide a help-line to assist **Customer** resolve any problems encountered regarding its Camera System and/or citation processing. The help-line shall function during normal business hours.
- 1.3.13 As part of its Camera System, **ATS** shall provide **Owners** with the ability to view **Recorded Images of Violations** involving their motor vehicles online. This online viewing system shall include a link to the **ATS** payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes. Online-obtained affidavits submitted in response to a **Notice of Violation** or **Uniform Traffic Citations** shall be directed to and processed by **ATS** and communicated to **Customer** via the Axisis System.
- 1.3.14 **ATS** will seek to charge, collect, and retain a maximum convenience fee of \$4.00 each for electronic payments provided. Such fee is paid by the violator. **Customer** will not receive any of said convenience fee. **Customer** assumes no liability, responsibility, or control for said fee sought by **ATS**.

II. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1. Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a project manager with authority to coordinate **Customer** responsibilities under this **Agreement**.
- 2.2.2 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a **Uniform Traffic Citation** manager responsible for oversight of all **Uniform Traffic Citation**-related program requirements.

- 2.2.3 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name(s), contact information, and electronic signature(s) of all **Traffic Infraction Enforcement Officers** authorized by **Customer's** police or sheriff's department to approve and issue **Notices of Violation and Uniform Traffic Citations**.
- 2.2.4 **Customer** shall establish a method by which an **Owner** who has received a **Notice of Violation** or a **Uniform Traffic Citation** may review the images and video evidencing the **Violation** at www.violationinfo.com free of charge. This may be at a publicly available terminal at a **Customer** facility or by appointment with the **Uniform Traffic Citation** manager.
- 2.2.5 **Customer** shall make every effort to adhere to the Project Business Process Work Flow to be agreed upon between both parties.
- 2.2.6 **Customer** shall direct the Chief of Police or approved alternate to execute the **ATS DMV Subscriber Services Agreement (Exhibit D)** to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that **ATS** is acting as an Agent of **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.
- 2.2.7 **Customer** and **ATS** shall complete the Project Business Process Work Flow design within thirty (30) calendar days of last contract execution date.
- 2.2.8 **Customer** is responsible for notifying **ATS** of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read or proposed legislation. **ATS** will not be responsible for any damages if not notified within time noted.
- 2.2.9 **Customer** is responsible for all final jurisdictional issues.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.3.1 If **Customer** chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.3.2 **Customer** shall provide access to traffic signal phase connections according to approved design.
- 2.3.3 **Customer** shall allow **ATS** to access power from existing power sources at no cost 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 **Customer's** jurisdiction. The parties understand additional conduit or power infrastructure may be required for a particular Camera System installation. Prior to incurring said additional costs, the parties agree to negotiate in good faith the party responsible for the costs. If the parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed. If existing power sources are not immediately available, **Customer** shall allow **ATS** to use temporary power in those instances where existing power sources are not immediately available.
- 2.3.4 **Customer** shall approve or reject **ATS's** submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.
- 2.3.5 **Customer** shall not charge **ATS** or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits issued by the **Customer**.
- 2.3.6 **Customer** shall make every effort to issue all needed permits to **ATS** and its subcontractor(s) within three (3) business days of plan approval.

Deleted: 8/16/2011 8:59 PM

- 2.3.7 **Customer** shall allow **ATS** to install vehicle detection sensors in the pavement of roadways within **Customer's** jurisdiction, as permitted.
- 2.3.8 **Customer** shall allow **ATS** to build needed infrastructure into any existing **Customer** owned easement, as permitted.
- 2.3.9 If use of private property right of way is needed, **Customer** shall assist **ATS** in acquiring permission to build in existing utility easements as necessary. Prior to installation of the Camera System, the parties agree to negotiate in good faith the party responsible for any costs related to the use of a private property right of way. If the parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed.

2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.4.1 **Customer's Traffic Infraction Enforcement Officer(s)** shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axis to determine which violations will be issued as **Notices of Violation**.
- 2.4.2 Within seven (7) days of last contract execution, **Customer** shall provide **ATS** 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 **ATS's** systems.
- 2.4.3 If an owner who receives a **Notice of Violation** fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a **Uniform Traffic Citation** will automatically occur based on the prior **Traffic Infraction Enforcement Officer** approval of the **Notice of Violation**.
- 2.4.4 **Customer** shall provide **ATS** with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with **ATS's** processes.
- 2.4.5 For optimal utilization, **Customer** workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.6 For optimal data throughput, **Customer** workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 **Customer** shall provide signatures of all authorized Law Enforcement users who will review events and approve citations on forms provided by **ATS**.

2.5 ADJUDICATION OPERATIONS

- 2.5.1 If **Customer** does not provide payment processing services, **Customer** shall use **ATS** payment processing services.
- 2.5.2 **Customer** shall provide a magistrate, judge or hearing officer and adjudication facilities to schedule and hear disputed **Uniform Traffic Citations**.
- 2.5.3 **Customer** shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. **Customer** may refer citizens with questions regarding **ATS** or Axis technology and processes to websites and/or toll free telephone numbers provided by **ATS** for that purpose.

Deleted: 8/16/2011 8:59 PM

- 2.5.4 Any potential, one time, direct costs to **ATS** to develop a custom interface between a Customer system(s) may be initially paid by **ATS** and any such cost will be reimbursed to **ATS** from collected revenues in addition to its normal fees in Exhibit A, Service Fee Schedule. Any such Customer system interface must be mutually agreed to in advance by the parties.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the **ATS** Axis VPS System is blocked by **Customer** network security infrastructure, **Customer's** Department of Information Technology shall coordinate with **ATS** to facilitate appropriate communications while maintaining required security measures.

Deleted: 8/16/2011 8:59 PM

Confidential
Page 15 of 17

8/17/2011 9:54 AM

City of Miami Springs, FL

EXHIBIT C
DESIGNATED INTERSECTIONS

Customer will designate first phase implementation of cameras at designated intersection approach or approaches. **ATS** shall make its best efforts to install a camera system within thirty (30) days of permits being granted and power delivered for each agreed upon approach, providing that **Customer** has received permission for all implementations in writing from any third-party sources.

The proposed intersection Approaches to include, but are not limited to the following:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Implementation and installation of any approach is subject to site selection analysis, law enforcement and/or engineering results. Additional approaches may be selected in addition to first phase implementation and may be selected based on Site Selection Analysis, traffic crash data, traffic citation data, law enforcement officer observations and/or video survey of violations of **Customer's** designated intersection(s). **ATS** may provide **Customer** with evaluation of candidate approach sites using the Site Selection Analysis model or some other tools/means to assist **Customer** in its recommendations. The intersections will be designated by the Police Department staff and any installation of a camera system must be mutually agreed to by the parties.

Deleted: 8/16/2011 8:59 PM

Services Subscriber Authorization

Agency ORI: _____

DATE

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director
Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that a contract to perform automated enforcement between City of Miami Springs Police Department and American Traffic Solutions, Inc. is or will be enacted and will be or is in force. As a requirement of and in performance of that contract between City of Miami Springs, FL and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets motor vehicle data.

Please accept this letter as authorization from City of Miami Springs, FL for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our contract with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the contract between City of Miami Springs, FL and American Traffic Solutions, Inc.; and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the City of Miami Springs, FL and have the authority to empower American Traffic Solutions, Inc. to use ORI AGENCY ORI for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

Nlets Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

Telephone _____ **Fax** _____

Email _____

Signature of Authorized Representative _____

Date Signed _____

Deleted: 8/16/2011 8:59 PM



Miami Springs
Police Department

Memorandum

To: James R. Borgmann, City Manager

From: Peter G. Baan, Chief of Police

Subject: Red Light Cameras

Date: 08/17/2011

A handwritten signature in black ink, appearing to read "Peter G. Baan".

At the 08/08/2011 Council meeting the Council requested statistics on the occurrence of accidents and traffic citations issued at the intersections in Miami Springs that are under consideration for the installation of red light cameras. Attached are two spreadsheets detailing these statistics from January 2010 through July 2011.

On 08/16/2011, the City Staff met with Mr. Greg Parks to discuss the details of a proposed contract between American Traffic Solutions, Inc.(ATS) and the City of Miami Springs for the installation of a red light camera enforcement system within the City. During that meeting, 13 intersections within the City were identified as appropriate for camera installations. I recommended, and Mr. Parks and the City Staff members present agreed, that the initial installation should consist of 5 camera installations at the following locations:

- Eastbound NW 36 Street at NW South River Drive
- Northbound NW 36 Street At Lejeune Road
- Southbound NW 36 Street At Lejeune Road
- Westbound NW 36 Street At Lejeune Road
- Westbound NW 36 Street at Curtiss Parkway

This partial installation would initially allow for a reduced number of citation reviews and allow the Police Department time to train the personnel to operate the system. It would also give the City the opportunity to evaluate the system before a greater commitment to the system is made. Per the proposed contract, additional cameras can be added at any time, upon the mutual agreement of ATS and the City.

Attachments

Red Light Ticket Totals by Intersection
Jan 2010 - July 2011

**Traffic Citation Totals by Intersection
Jan 2010 - July 2011**

F.S.S. 316.075*								
Intersection	Dir	Total Tix	N	S	E	W	UNK	
36 ST/CURTISS (57)	W/B	4					4	
36 ST/PALMETTO (53)	W/B	46					46	
36 ST/SOUTH (52)	W/B	7	1		1		5	
36 ST/LAVILLA (49)	W/B	5					5	
36 ST/EAST (46)	W/B	789		83	1	116	589	
36 ST/LEE (44)	W/B	32				1	31	
36 ST/SHERIDAN (43)	W/B	4					4	
36 ST/SRD-SRP (3900BLK)	E/B	14					14	
42 AV/36 ST	W/B	31					31	
42 AV/36 ST	N/B	0						
42 AV/36 ST	S/B	3		3				
31 ST/42 AV	N/B	11					11	
TOTAL TICKETS COUNTED		946						

**Traffic Accident Totals by Intersection
Jan 2010 - July 2011**

Intersection	Dir	Total Accidents	N	S	E	W	UNK	
36 ST/CURTISS	W/B	10			4		6	
36 ST/PALMETTO	W/B	12	1		3		8	
36 ST/SOUTH	W/B	12	2		1		9	
36 ST/LAVILLA	W/B	0						
36 ST/EAST	W/B	5				1	4	
36 ST/LEE	W/B	10			3		7	
36 ST/SHERIDAN	W/B	10			1	1	8	
36 ST/SRD-SRP	E/B	32		1	13	2	16	
42 AV/36 ST	W/B	58				6	52	
42 AV/36 ST	N/B	8	8					
42 AV/36 ST	S/B	22		22				
31 ST/42 AV	N/B	22	7	5			10	
TOTAL ACCIDENTS COUNTED		201						

Intersection Approaches

#	Direction	Street	Cross Street	Lefts	Thru	Rights	Total
1	Eastbound	NW 36 St	NW South River Dr	9	11	14	34
2	Westbound	NW 36 St	S. Royal Poinciana				0
3	Northbound	NW 30 St	LeJeune Rd	11	11	0	22
4	Northbound	NW 36 St	LeJeune Rd	12	11	7	30
5	Southbound	NW 36 St	LeJeune Rd	15	12	16	43
6	Westbound	NW 36 St	LeJeune Rd	0	14	9	23
7	Westbound	NW 36 St	Sheridan Dr	0	11	6	17
8	Westbound	NW 36 St	Lee Dr	7	11	14	32
9	Westbound	NW 36 St	East Dr	6	12	7	25
10	Westbound	NW 36 St	Lavilla Dr	9	11	6	26
11	Westbound	NW 36 St	South Dr	0	9	6	15
12	Westbound	NW 36 St	Palmetto Dr	0	9	6	15
13	Westbound	NW 36 St	Curtiss Pkwy	7	9	12	28
Totals:				69	122	91	
Percent of Total:				22%	39%	29%	
Total:							310

Start Up Locations

I. DEFINITIONS

As used in this **Agreement**, the following terms shall have the respective meanings provided below:

1. "**Approach**" means one (1) direction of travel or one (1) or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Camera System**" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a **Violation** on up to four (4) contiguous lanes controlled by up to two (2) signal phases which records such data with one (1) or more images of the rear of the vehicle involved in the **Violation**, the vehicle's license tag, and the traffic signal being violated, together with streaming video of the **Violation**. "**Camera System**" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis System is stationed.
3. "**Notice of Violation**" means a written notice of a **Violation** or equivalent instrument issued by or on behalf of **Customer** relating to a **Violation** documented or evidenced by the Axis System.
4. "**Owner**" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
5. "**Person**" or "**Persons**" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
6. "**Project Business Process Work Flow**" means initial schedules and timelines required to begin the implementation of City's project.
7. "**Recorded Image**" means an image digitally recorded by a "**Camera System**".
8. "**Site Selection Analysis**": A statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for an intersection safety camera system.
9. "**Traffic Control Signal**" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.
10. "**Traffic Infraction Enforcement Officer**" means an employee of **Customer's** police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
11. "**Uniform Traffic Citation**" means a uniform traffic citation as described in Section 316.650 of the Florida Statutes.
12. "**Violation**": Means a violation of Section 316.074(1) or Section 316.075(1)(c)1 of the Florida Statutes involving a motor vehicle.

II. GENERAL TERMS AND CONDITIONS

1. **ATS AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 1.
2. **CUSTOMER AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 2.
3. **TERM AND TERMINATION:**

The term of this **Agreement** shall be for five (5) years beginning on the date of first issued **Notice of Violation** from the last installed Camera System in the first authorized phase of Camera Systems (the "Start Date"). The Customer shall have an option to extend the **Agreement** for successive five (5) year periods by providing written notice to ATS of its intent to exercise said option one hundred and twenty (120) days prior to the expiration of the current term.

 - 3.1 **ATS' services may be terminated:**
 - (i) By mutual written consent of the parties;

- (ii) For Cause, by either party where the other party fails in any material way to perform its obligations under this **Agreement**. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) For Convenience, by either party in the event the Customer's use of red light safety camera systems is rendered unlawful pursuant to applicable state or federal law and after the exhaustion of all legal action by either the Customer or ATS seeking to overturn the court order or state or federal legislation that rendered the use of red light safety cameras unlawful, however the Customer shall have no obligation to pay ATS a fee for any period when it is unlawful to issue citations. The term of the **Agreement** shall be suspended during any period in which the Customer is not obligated to pay ATS and such time period shall be added to the term of the **Agreement** once it becomes lawful for the Customer to issue citations. In the event of termination pursuant to this subsection, the parties shall take the following actions set forth in Subsection 3.3 below which survive termination during the wind-down period.
- (iv) Without Cause, Customer may terminate at any time after giving one hundred twenty (120) days written notice to discontinue the Camera System program. In the event the **Agreement** is terminated by the Customer pursuant to this Section 3.2 (iv) during the term of the **Agreement**, the Customer shall pay ATS the unamortized amount invested by ATS in each approach at the date of termination by the Customer. In a termination pursuant to this subsection during the term of the **Agreement**, ATS shall be required to provide complete documentation to support its total investment in each approach, including specific documentation relative to the total cost of each Camera System and related equipment, labor and installation costs and any other on-going maintenance costs specific to each Camera System. The reimbursement amount shall then be determined by establishing the total cost of each approach, which shall then be amortized based on the rules governing amortization of capital equipment as contained in the Internal Revenue Service Code.

3.3 Upon termination of this **Agreement** for any reason, the parties recognize that **Customer** will have to process traffic law violations in the "pipeline", and that **ATS** accordingly must assist **Customer** in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: **Customer** shall cease using the Axis System, shall return or allow **ATS** to recover all provided equipment within a reasonable time not to exceed one hundred and twenty (120) days, and shall not generate further images to be processed. Unless and until directed by **Customer** not to do so, **ATS** shall continue to process all images taken by **Customer** before termination and provide all services associated with processing in accordance with this **Agreement**, and shall be entitled to all Fees specified in the **Agreement** as if the **Agreement** were still in effect.

4. ASSIGNMENT:

Neither party may assign all or any portion of this **Agreement** without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for the purposes of ATS business financing purposes, ATS may sell, assign, transfer or convey any interest in this contract in whole or in part without the written consent of the Customer.

5. FEES AND PAYMENT:

- 5.1 **Customer** shall be invoiced and pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Schedule 1 ("Fees").
- 5.2 **Customer** shall pay all Fees due **ATS** based upon invoices from the proceeding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances, except as provided in section 5.4 Revenue Neutrality.
- 5.3 Unit prices will be fixed for the first two (2) years of the first term and thereafter on each anniversary date of the term unit prices will increase by Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- 5.4 *Revenue Neutrality*. During the term of the contract, payments by the Customer may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan the

Customer may defer certain payments to ATS due and owing during a fiscal year (such fiscal year to run from October 1 to September 30), which shall be the "billing period". If at the end of a billing period sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS, ATS agrees to waive its right to recovery with respect to any balance owing to ATS at the end of that fiscal year. The first billing period when a waiver of right to recovery may occur shall not be before the Agreement has been in effect for at least twelve (12) months. For purposes of this clause, the term "funds" shall not mean the gross amount of penalties to be assessed pursuant to Florida Statutes Section 316.0083(1)(b)3. and/or Florida Statutes Section 318.18(15)(a)3. for a violation of Florida Statutes Sections 316.074(1) or 316.075(1)(c) (such amount as of the Effective Date of this Agreement being \$158.00), rather "funds" shall be only such portions of said gross revenues that are either (i) retained by the City after remittances contemplated in Florida Statutes Section 316.0083(1)(b), or (ii) sums distributed to the City pursuant to Florida Statutes Section 318.18(15)(a)3.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the billing period. If amount of funds collected from all camera systems combined during a month exceeds the amount of the ATS invoice for the same month, the Customer shall pay ATS the total amount due on the invoice. If the amount of funds collected from all camera systems combined during a month is less than the amount of the ATS invoice for the same month, the Customer shall pay ATS only the amount collected during the same month and Customer may defer payment of the remaining balance. Payments due ATS shall be reconciled by applying future funds collected in subsequent months during the same billing period, first to the accrued balance and then to the subsequent monthly invoice during the same billing period. At any time the ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected during the billing period. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices during the same billing period. At no time shall any accrued balances owed by Customer to ATS carry-back or carry-forward to preceding or subsequent billing periods. Under the Flexible Payment Plan, the Customer shall never pay ATS more in fees than revenue generated from the program.

5.5 Flexible Payment Plan – Limitations. The Customer shall enforce all valid violations in accordance with the laws of Florida. Should this not occur the Flexible Payment Plan does not apply. ATS agrees to defer billing for sixty (60) days on new camera systems.

6. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axis System, **ATS** may conduct an analysis of each intersection Approach being considered for a **Camera System**. If **ATS** deems necessary, **ATS** will use the Site Selection Analysis assessment model or other tool or means to complete the analysis. The **Customer** will be provided a report on violations recorded at each monitored approach. For any intersection Approach recommended by the **Customer**, **ATS** may install a Camera System. However, **ATS** may elect not to install a **Camera System** where traffic violation data does not support installation of the Axis System. Refer to Exhibit C, Designated Intersections, for the identified intersection approaches for first phase of project.

7. COMMUNICATION OF INFORMATION:

ATS agrees that most information obtained by **ATS** through operation of the Axis System shall be made available to **Customer** during **ATS's** normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of **Customer's** obligation under this **Agreement**. Depending on the scope of **Customer's** request, there may be a fee for such services.

8. CONFIDENTIAL INFORMATION:

No information given by **ATS** to **Customer** will be of confidential nature, unless specifically designated in writing as proprietary and confidential by **ATS** or deemed confidential by operation of law. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of the "Florida Open Records Act" or similar laws, insofar as they may be applicable. **ATS** shall not use any information acquired by this program with respect to any violations or **Customer's** law enforcement activities for any purpose other than the program.

9. OWNERSHIP OF SYSTEM:

It is understood by **Customer** that the System being installed by **ATS** is, and shall remain, the sole property of **ATS**, unless separately procured from **ATS** through a lease or purchase transaction. The System is being provided to **Customer** only under the terms and for the term of this **Agreement**.

10. INDEMNIFICATION AND INSURANCE:

Any **Camera System** provided by **ATS** pursuant to this **Agreement** shall comply with the maintenance procedures and manufacturer recommendations for that equipment. **ATS** shall indemnify and save harmless **Customer** against claims arising from **ATS's** negligent or willful violations of the maintenance procedures and manufacturer recommendations for operation of the **Camera System**.

ATS shall maintain the following minimum scope and limits of insurance:

- 10.1 Insurance policies providing aggregate commercial general liability coverage of at least \$5,000,000 per occurrence. Such insurance shall include **Customer**, its officers, directors, employees and elected officials as additional insureds for liability arising from **ATS's** operations.
- 10.2 Workers' Compensation Insurance as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident; **ATS** shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of **Customer**.
- 10.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles use by **ATS** with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

Customer and its officers and employees, shall be named as additional insureds on the comprehensive general liability policies provided by **ATS** under this **Agreement**. **ATS** shall require any subcontractors doing work under this **Agreement** to provide and maintain the same insurance, which insurance shall also name **Customer** and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing **ATS** is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to **Customer** within thirty (30) calendar days after the date on which this **Agreement** is made. Such certificates shall show that **Customer** shall be notified of all cancellations of such insurance policies. **ATS** shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as **Customer** is a body politic and corporate, the laws from which **Customer** derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, **Customer** may enter into this **Agreement**, shall be controlling and shall be incorporated by reference into this **Agreement**. **Customer** shall be responsible for vehicle insurance coverage on any vehicles driven by **Customer** employees. Coverage will include liability and collision damage.

11. STATE LAW TO APPLY:

This **Agreement** shall be construed under and in accordance with the laws of the State of Florida.

12. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the **Agreement** shall be attempted to be settled through good-faith efforts between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- 12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties upon a showing of substantial need by the party seeking discovery.
- 12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:
 - (i) damages inconsistent with the **Agreement**; or,
 - (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 12.3 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.
- 12.4 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

13. AMENDMENTS TO THE AGREEMENT:

Customer may from time to time consider it in its best interest to change, modify or extend the terms, conditions or covenants of this **Agreement** or require changes in the scope of services to be performed by **ATS**, or request **ATS** to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this **Agreement**. If changes or modifications result in additional costs, **ATS** will provide a written estimate of such. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of **ATS'** compensation, must be agreed upon by and between **Customer** and **ATS** incorporated in written amendments (herein "Amendments") to this **Agreement**. Such Amendments shall not invalidate the procurement process or this **Agreement** nor relieve or release **ATS** or **Customer** of any of its obligations under this **Agreement** unless stated therein. No oral amendments, changes, or modifications to this **Agreement** are permitted.

14. LEGAL CONSTRUCTION:

In case 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 not been contained herein.

15. PRIOR AGREEMENT SUSPENDED:

This **Agreement** constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

16. NO AGENCY:

ATS is an independent contractor providing services to **Customer**, and the employees, agents and servants of **ATS** shall in no event be considered to be the employees, agents or servants of **Customer**. This **Agreement** is not intended to create an agency relationship between **ATS** and **Customer**, except as expressly provided in Exhibit B hereto.

17. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions,

strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by **ATS**. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

18. OFFER EXTENDED TO OTHER GOVERNMENTAL AGENCIES:

Customer encourages and agrees to **ATS** extending the pricing, terms and conditions of this **Agreement** to other governmental entities at the discretion of **ATS**.

19. ENTIRE AGREEMENT:

The provisions of this **Agreement**, 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 **Agreement** are merged into this **Agreement**. Except as amended by this **Agreement**, the terms of the **Agreement** shall continue in full force and effect.

20. COUNTERPART EXECUTION:

This **Agreement** 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 **Agreement** on its behalf has all right and authority to bind and commit that party to the terms and conditions of this **Agreement**.

21. NOTICES:

Any notices or demand which, under the terms of this **Agreement** or under any statute, must or may be given or made by **ATS** or **Customer** shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

TO THE CUSTOMER:

City of Miami Springs, FL
201 Westward Drive
Miami Springs, FL 33166
Attention: James R. Borgmann
City Manager

TO ATS:

American Traffic Solutions, Inc.
7681 East Gray Road
Scottsdale, Arizona 85260
Attention: Adam E. Tuton
EVP & President of Public Safety

22. MOST FAVORED GOVERNMENTAL ENTITIES:

ATS agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a service fee that is more favorable than the service fee in this Agreement, the **Customer** shall be entitled to such service fee. The same or substantially similar scope of services shall be defined as a program with the same number of camera systems, similar contractual terms, the same scope of services and located within the state of Florida.

EXHIBIT A
SERVICE FEE SCHEDULE

1.0	Description of Pricing	Fee
	Fees are based on flat fee per camera per month and are as follows:	
	For 1 or 2 Lanes	\$3,750*
	For 3 or 4 Lanes	\$4,250*
	For 5 or 6 Lanes	\$5,250*

*A \$500 per month discount has been applied per camera on the pricing fee for each month during the first 12 months after installation, provided that the camera is installed during the first 12 months after the Date an Agreement is executed.

Service Fees Include: Fee includes all costs required and associated with one rear only camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment 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, mailing of Uniform Traffic Citation (as needed), lockbox and epayment processing services, call center support for general program questions and public awareness program support.

Assuming no return receipt is required, the fee for certified mail for the Uniform Traffic Citation is extra and will be billed per unit as published by the US Postal Service (<http://www.usps.com/prices/extra-services-prices.htm>).

2.0 **Optional Collection Services:** ATS may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts do not conflict with State Law. 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 *Annual User Conference* 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 10/9/2011

EXHIBIT B
SCOPE OF WORK

I. ATS SCOPE OF WORK

1.2 ATS IMPLEMENTATION

- 1.2.1 **ATS** agrees to provide **Camera Systems** to the **Customer** as described in this Agreement, except for those items identified in Section 2 titled "**Customer Scope Of Work**". **ATS** and **Customer** understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the **Customer**, unless otherwise specified, **Customer** shall not charge **ATS** for the cost. All other in-scope work, external to **Customer**, is the responsibility of **ATS**.
- 1.2.2 **ATS** agrees to make every effort to adhere to the Project Business Process Work Flow agreed upon between the parties.
- 1.2.3 **ATS** will assist **Customer** with Site Selection Analysis evaluation of candidate sites.
- 1.2.4 **ATS** will install **Camera Systems** at a number of intersections or grade crossing approaches to be agreed upon between **ATS** and **Customer** after completion of Site Selection Analysis, unless already identified in Exhibit C, Designated Intersections of this Agreement. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where **Camera Systems** are installed and maintained
- 1.2.5 **ATS** will operate each **Camera System** on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 **ATS'** in-house Communications Department will assist **Customer** with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, **ATS** may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to **ATS** from collected revenue.
- 1.2.7 **ATS** agrees to provide a secure web site (www.violationinfo.com) accessible to **Owners** who have received **Notices of Violation** or **Uniform Traffic Citations** by means of a Notice # and PIN, which will allow violation image and video viewing. As part of the secure website, **ATS** will provide a Frequently Asked Questions (F.A.Q.) page.
- 1.2.8 **Customer** and **ATS** will complete the Project Business Rules Process Work Flow design within thirty (30) days of the **Effective Date**, unless mutually agreed to otherwise by both parties.
- 1.2.9 **ATS** will design, fabricate, install and maintain red light camera warning signs required by law to be posted in connection with the use of a **Camera System**.
- 1.2.10 Unless otherwise notified, **ATS** will provide technician site visits to each **Camera System** once per quarter, or as needed, to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. **ATS** agrees to follow all applicable Florida Department of Transportation regulations related to the installation and maintenance of Traffic Infraction Detectors.
- 1.2.11 **ATS** shall make every effort to repair a non-functional **Camera System** within seventy-two (72) business hours of determination of a malfunction, except for those causes of

Force Majeure as outlined in Section 17.0 General Terms and Conditions of this Agreement.

- 1.2.12 **ATS** shall make every effort to repair the Axis VPS System within one (1) day from the time of reported outage. Outages of **Customer** internet connections or infrastructure are excluded from this service level.
- 1.2.13 For any **Customer** using **ATS** lockbox or epayment services, **ATS** 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 **Customer** will identify the account to receive funds wired from U.S. Bank. **Customer** shall sign a W-9 and blocked account agreement, to be completed by **Customer**, to ensure **Customer's** financial interest in said U.S. Bank account is preserved.
- 1.2.14 **ATS** shall provide training for personnel of the **Customer**, including, but not limited to, the persons who **Customer** shall appoint as Traffic Infraction Enforcement Officers and other persons involved in the administration of the program, regarding the operation of the **ATS** System and the program. This shall include training with respect to the **ATS** System and its operations, strategies for presenting Infractions Data in court as expert witness and judicial proceedings and a review of the Enforcement Documentation.

1.3 **ATS OPERATIONS**

- 1.3.1 **ATS** shall provide **Customer** with an automated web-based citation processing system (Axis VPS) including image processing, color printing and mailing of a **Notice of Violation** per chargeable event. Each **Notice of Violation** shall be delivered by first class mail to the **Owner** within the statutory period. Mailings to **Owners** responding to **Notices of Violation** identifying drivers in affidavits or non-liability or by rental car companies are also included according to each pricing option.
- 1.3.2 **ATS** shall act as **Customer's** agent for the limited purpose of making an initial determination of whether **Recorded Images** should be forwarded to the **Traffic Infraction Enforcement Officer** to determine whether a **Violation** has occurred and shall not forward for processing those **Recorded Images** that clearly fail to establish the occurrence of a **Violation**.
- 1.3.3 Upon expiration of the due date of the **Notice of Violation**, Axis VPS shall issue a **Uniform Traffic Citation**, which shall be delivered by certified mail, no return receipt, to the **Owner** within the statutory period. The issuance of the **Uniform Traffic Citation** shall be based on the **Traffic Infraction Enforcement Officer's** approval, as provided in Section 2.4 of this Exhibit B, Scope of Work, of the **Notice of Violation**.
- 1.3.4 **ATS** shall make available a form of affidavit, approved by **Customer**, to be used by an **Owner** who wishes to establish the existence of an exemption to a **Notice of Violation** or **Uniform Traffic Citation** as provided in Section 316.0083(1)(d)1 of the Florida Statutes.
- 1.3.5 Axis VPS shall apply an electronic signature to a **Notice of Violation** or **Uniform Traffic Citation**, when authorized to do so by an approving **Traffic Infraction Enforcement Officer**.
- 1.3.6 **ATS** shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as **Customer's** agent for these purposes.
- 1.3.7 **ATS** shall seek records from out-of-state vehicle registration databases and apply records found to issue **Notices of Violation** and **Uniform Traffic Citations** for **Customer** according to each pricing option. **ATS** assumes this responsibility as named **Customer's** agent by signing of DMV Subscribers Agreement.
- 1.3.8 If **Customer** is unable to or does not desire to integrate **ATS** data into its adjudication system, **ATS** shall provide an on-line adjudication processing module, which will enable

the adjudication function to review cases, related images, correspondence (up to six correspondences) and other related information required to adjudicate the disputed **Uniform Traffic Citation**. The system will also enable the adjudication staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of **ATS** data to the adjudication system may, at **ATS's** option, be advanced to or on behalf of **Customer**, and recovered by **ATS** from **Customer** as an additional charge on its invoice submitted to **Customer** pursuant to Section 5 of this **Agreement**.

- 1.3.9 **Customer** shall be able to use the Axis VPS System to run and print standard system reports. In the event **Customer** requests a custom report, **ATS** will provide a written estimate on its development. Any custom report must be agreed upon by and between **Customer** and **ATS** in writing.
- 1.3.10 If required by the Court or prosecutor, **ATS** shall provide **Customer** with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken.
- 1.3.11 In those instances where damage to a **Camera System** (or sensors where approved) is caused by negligence on the part of **Customer** or its authorized agent(s), **ATS** will provide **Customer** an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, **ATS** shall repair any damaged equipment and **Customer** will reimburse **ATS** for cost of repair. **ATS** shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.12 **ATS** shall provide a help-line to assist **Customer** resolve any problems encountered regarding its Camera System and/or citation processing. The help-line shall function during normal business hours.
- 1.3.13 As part of its Camera System, **ATS** shall provide **Owners** with the ability to view **Recorded Images of Violations** involving their motor vehicles online. This online viewing system shall include a link to the **ATS** payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes. Online-obtained affidavits submitted in response to a **Notice of Violation** or **Uniform Traffic Citations** shall be directed to and processed by **ATS** and communicated to **Customer** via the Axis System.
- 1.3.14 **ATS** will seek to charge, collect, and retain a maximum convenience fee of \$4.00 each for electronic payments provided. Such fee is paid by the violator. **Customer** will not receive any of said convenience fee. **Customer** assumes no liability, responsibility, or control for said fee sought by **ATS**.

II. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a project manager with authority to coordinate **Customer** responsibilities under this **Agreement**.
- 2.2.2 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a **Uniform Traffic Citation** manager responsible for oversight of all **Uniform Traffic Citation**-related program requirements.
- 2.2.3 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name(s), contact information, and electronic signature(s) of all **Traffic Infraction Enforcement Officers** authorized by **Customer's** police or sheriff's department to approve and issue **Notices of Violation** and **Uniform Traffic Citations**.
- 2.2.4 **Customer** shall establish a method by which an **Owner** who has received a **Notice of Violation** or a **Uniform Traffic Citation** may review the images and video evidencing the **Violation** at www.violationinfo.com free of charge. This may be at a publicly

available terminal at a **Customer** facility or by appointment with the **Uniform Traffic Citation** manager.

- 2.2.5 **Customer** shall make every effort to adhere to the Project Business Process Work Flow to be agreed upon between both parties.
- 2.2.6 **Customer** shall direct the Chief of Police or approved alternate to execute the **ATS** DMV Subscriber Services Agreement (Exhibit D) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that **ATS** is acting as an Agent of **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.
- 2.2.7 **Customer** and **ATS** shall complete the Project Business Process Work Flow design within thirty (30) calendar days of last contract execution date.
- 2.2.8 **Customer** is responsible for notifying **ATS** of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read or proposed legislation. **ATS** will not be responsible for any damages if not notified within time noted.
- 2.2.9 **Customer** is responsible for all final jurisdictional issues.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.3.1 If **Customer** chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.3.2 **Customer** shall provide access to traffic signal phase connections according to approved design.
- 2.3.3 **Customer** shall allow **ATS** to access power from existing power sources at no cost 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 **Customer's** jurisdiction. The parties understand additional conduit or power infrastructure may be required for a particular Camera System installation. Prior to incurring said additional costs, the parties agree to negotiate in good faith the party responsible for the costs. If the parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed. If existing power sources are not immediately available, **Customer** shall allow **ATS** to use temporary power in those instances where existing power sources are not immediately available.
- 2.3.4 **Customer** shall approve or reject **ATS's** submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.
- 2.3.5 **Customer** shall not charge **ATS** or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment City permits issued by the Customer.
- 2.3.6 **Customer** shall make every effort to issue all needed City permits to **ATS** and its subcontractor(s) within three (3) business days of plan approval.
- 2.3.7 **Customer** shall allow **ATS** to install vehicle detection sensors in the pavement of roadways within **Customer's** jurisdiction, as permitted.
- 2.3.8 **Customer** shall allow **ATS** to build needed infrastructure into any existing **Customer** owned easement, as permitted.
- 2.3.9 If use of private property right of way is needed, **Customer** shall assist **ATS** in acquiring permission to build in existing utility easements as necessary. Prior to installation of the Camera System, the parties agree to negotiate in good faith the party responsible for any costs related to the use of a private property right of way. If the

parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed.

2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.4.1 **Customer's Traffic Infraction Enforcement Officer(s)** shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axisis to determine which violations will be issued as **Notices of Violation**.
- 2.4.2 Within seven (7) days of last contract execution, **Customer** shall provide **ATS** 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 **ATS's** systems.
- 2.4.3 If an owner who receives a **Notice of Violation** fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a **Uniform Traffic Citation** will automatically occur based on the prior **Traffic Infraction Enforcement Officer** approval of the **Notice of Violation**.
- 2.4.4 **Customer** shall provide **ATS** with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with **ATS's** processes.
- 2.4.5 For optimal utilization, **Customer** workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.6 For optimal data throughput, **Customer** workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 **Customer** shall provide signatures of all authorized Law Enforcement users who will review events and approve citations on forms provided by **ATS**.

2.5 ADJUDICATION OPERATIONS

- 2.5.1 If **Customer** does not provide payment processing services, **Customer** shall use **ATS** payment processing services.
- 2.5.2 **Customer** shall provide a monthly report to **ATS** showing Uniform Traffic Citation payments received during that period. This information is required to enable accurate invoicing as it applies to the Flexible Payment calculation.
- 2.5.3 **Customer** shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. **Customer** may refer citizens with questions regarding **ATS** or Axisis technology and processes to websites and/or toll free telephone numbers provided by **ATS** for that purpose.
- 2.5.4 Any potential, one time, direct costs to **ATS** to develop a custom interface between a **Customer** system(s) may be initially paid by **ATS** and any such cost will be reimbursed to **ATS** from collected revenues in addition to its normal fees in Exhibit A, Service Fee Schedule. Any such **Customer** system interface must be mutually agreed to in advance by the parties.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the **ATS** Axisis VPS System is blocked by **Customer** network security infrastructure, **Customer's** Department of Information Technology shall coordinate with **ATS** to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
DESIGNATED INTERSECTIONS

Customer will designate first phase implementation of cameras at designated intersection approach or approaches. **ATS** shall make its best efforts to install a camera system within thirty (30) days of permits being granted and power delivered for each agreed upon approach, providing that **Customer** has received permission for all implementations in writing from any third-party sources.

The proposed intersection Approaches to include, but are not limited to the following:

1. Eastbound NW 36 Street at NW South River Drive
2. Northbound NW 36 Street At Lejeune Road
3. Southbound NW 36 Street At Lejeune Road
4. Westbound NW 36 Street At Lejeune Road
5. Westbound NW 36 Street at Curtiss Parkway

Implementation and installation of any approach is subject to site selection analysis, law enforcement and/or engineering results. Additional approaches may be selected in addition to first phase implementation and may be selected based on Site Selection Analysis, traffic crash data, traffic citation data, law enforcement officer observations and/or video survey of violations of **Customer's** designated intersection(s). **ATS** may provide **Customer** with evaluation of candidate approach sites using the Site Selection Analysis model or some other tools/means to assist **Customer** in its recommendations. The intersections will be designated by the Police Department staff and any installation of a camera system must be mutually agreed to by the parties.

Services Subscriber Authorization

Agency ORI: _____

DATE

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director

Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that a contract to perform automated enforcement between City of Miami Springs Police Department and American Traffic Solutions, Inc. is or will be enacted and will be or is in force. As a requirement of and in performance of that contract between City of Miami Springs, FL and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets motor vehicle data.

Please accept this letter as authorization from City of Miami Springs, FL for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our contract with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the contract between City of Miami Springs, FL and American Traffic Solutions, Inc.; and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the City of Miami Springs, FL and have the authority to empower American Traffic Solutions, Inc. to use ORI AGENCY ORI for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

Nlets Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

Telephone _____

Fax _____

Email _____

Signature of Authorized Representative _____

Date Signed _____

AUG 22, 2011



City of Miami Springs Interoffice Memo

DATE: August 18, 2011

TO: Mayor Xavier Garcia and Members of the City Council

CC: Jan Seiden, All Department Heads

FROM: James R. Borgmann, City Manager *JRB*

RE: Resolution Approving the City's Participation in Miami-Dade County CDBG Programs

At your last meeting regarding this subject, Council requested data regarding how many residents might qualify for the programs noted in the agreement. The best information we can gather to answer that question was found in the County tax assessments recently received by the City.

There are 225 houses and condos listed as receiving the additional \$25,000 senior citizen exemption. Recall that this exemption is granted based on an income threshold. Of those 225 homes, about 15 are listed as condominium units, and these may or may not qualify.

We also know that there are other seniors in the City that might qualify, but they are too proud to avail themselves.

RESOLUTION NO. 2011-3520

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AUTHORIZING THE PROPER OFFICERS AND OFFICIALS OF THE CITY TO EXECUTE AN URBAN QUALIFICATION COOPERATION AGREEMENT FOR THE MIAMI-DADE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS FOR FISCAL YEARS 2012, 2013 AND 2014, BETWEEN THE CITY OF MIAMI SPRINGS AND MIAMI-DADE COUNTY, WHICH PROVIDES CONDITIONS AND COVENANTS FOR THE PARTICIPATION OF THE CITY IN THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS AND EMERGENCY SHELTER GRANT PROGRAMS WHICH ARE ADMINISTERED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND MIAMI-DADE COUNTY; AUTHORIZING PARTICIPATION IN THE GRANT PROGRAMS; EFFECTIVE DATE.

WHEREAS, the City of Miami Springs previously has applied with Miami-Dade County for participation in many of its urban based grant programs; and,

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the county; and,

WHEREAS, the Community Development Block Grant ("CDBG") Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and developing viable urban communities. Program regulations are at 24 CFR Part 570; and,

WHEREAS, the Home Investment Partnerships Program ("HOME") is authorized under Title II Of the Cranston-Gonzales National Affordable Housing Act, as amended. Program regulations are at 24 CFR Part 92; and,

WHEREAS, the Emergency Shelter Grant ("ESG") Program is authorized by the McKinney-Vento Homeless Assistance Act, as amended. Program regulations are at 24 CFR Part 576; and,

WHEREAS, the City desires to participate in the CDBG, HOME and ESG programs as a participating municipality in the County's jurisdiction; and,

WHEREAS, the County is desirous of the City participating in the CDBG, HOME and ESG Programs as part of the County's Entitlement jurisdiction; and,

WHEREAS, it is mutually beneficial to each of the parties hereto for the county to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinances and state and federal law; and,

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has indicated that the County and City may cooperate as an Urban County Joint Entitlement Recipient in administration of CDBG, HOME and ESG; and,

WHEREAS, County and City are required to execute a cooperation agreement, or renew an existing cooperation agreement, for the City's participation in the County's jurisdiction for Federal Funds for each three-year qualification period ("Qualification Period"); and,

WHEREAS, the City Council of the City of Miami Springs has determined that it is in the best interests of the City and its citizens to participate in the Miami-Dade County administered Grant Programs previously set forth herein:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:

Section 1: That the City Council of the City of Miami Springs hereby authorizes the proper officers and officials of the City to execute the attached Urban Qualification Cooperation Agreement for the Miami-Dade County Community Development Block Grant and Home Investment Partnerships Program Funds for Fiscal Years 2012, 2013 and 2014.

Section 2: That the City Council of the City of Miami Springs hereby approves and authorizes the City's participation in the Miami-Dade County administered Grant Programs identified in the Agreement being authorized by this Resolution.

Section 3: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this 22nd day of August, 2011.

The motion to adopt the foregoing resolution was offered by _____, seconded by _____, and on roll call the following vote ensued:

Vice Mayor Best	" _____ "
Councilman Espino	" _____ "
Councilman Lob	" _____ "

Councilwoman Ator
Mayor Garcia

“ ”
“ ”
“ ”

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:



Jan K. Seiden, City Attorney

Excerpts: City Council Regular Meeting of August 8, 2011

10B) Recommendation from the Revitalization and Redevelopment Ad-Hoc Committee

City Manager Borgmann stated that there were two recommendations that came forth from the Revitalization and Redevelopment Ad-Hoc Committee that Councilwoman Ator brought to Council's attention. The first was to contact Florida International University and the University of Miami Schools of Architecture to see if the students were interested in undertaking a project to review the district boundary regulations for N. W. 36th Street and come up with a design that would take into consideration all the setbacks, landscaping, etc. The new City Planner has taken on the assignment to make the contacts with the schools.

The second recommendation from the Ad-Hoc Committee was an architectural design competition for the gateways to the City and to look at new codes to work out some of the bugs, according to Mr. Borgmann. The new City Planner has already found two areas in conflict and he has already been a tremendous asset to the City.

Councilman Espino stated that he attended the meetings when the topics were discussed and there was mention of Architectural Review Board member Juan Calvo and his involvement with the university. He said that it seems like a great way to bring attention to Miami Springs and he would like to see a presentation when the projects are finalized. He would like the Administration to contact Architectural Review Board member Juan Calvo and Revitalization and Redevelopment Ad-Hoc Committee member Joe Valencia to see what direction they have in regard to moving forward.

By consensus, Council directed the Administration to contact Juan Calvo and Joe Valencia to see what direction they have to move forward.

Agenda Item No. 9F

City Council Meeting of:

8-22-2011



Agenda Item No.

City Council Meeting of:

8-8-2011

gub

**CITY OF MIAMI SPRINGS, FLORIDA
MEMORANDUM**

TO: James R. Borgmann, City Manager *JRB*

FROM: Suzanne Hitaffer, Secretary to the Revitalization and Redevelopment Ad-Hoc Committee *SH*

VIA: Magali Valls, City Clerk *M.V.*

DATE: June 30, 2011

SUBJECT: Board Recommendations

Based on discussions at the Revitalization and Redevelopment Ad-Hoc Committee meetings of March 21st and April 18, 2011, the Revitalization and Redevelopment Ad-Hoc Committee members would like to bring the following items to the attention of the City Council:

Excerpts from March 21st meeting:

"Committee member Valencia suggested that the district boundary regulations for N.W. 36th Street could be tested by giving the document to either Florida International University or the University of Miami. Most schools are looking for real projects and they might be willing to take on the design exercise.

Chair Martinez agreed with Mr. Valencia that using the universities would be a great tool and it could help to find any flaws in the Code."

Excerpts from April 18th meeting:

"Committee member Valencia suggested that if Juan Calvo is still teaching at the university he could bring up the idea for an urban design student to take on the study of the Code as a semester project. He explained that the design competition for the gateways is a separate recommendation from testing the Code.

Vice Chair Stiff was of the opinion that the gateways are at the bottom of the list of priorities for consultants. The Consultants are setting up the district regulations for building codes and hopefully the "bugs" in the new Code will be found before the developers come to the City.

Memo to the City Manager

June 30, 2011

Page 2

Chair Martinez asked Councilwoman Ator to mention the Board's recommendation at the next Council meeting and direct the Administration to look into the proposal for the university students to review the district boundary regulations. He said that the students' renderings would show what could be done and it would serve more than one purpose.

Vice Chair Stiff stated that the mission should be for someone to come up with a design that is legally approved, but will not be what the Council wants, understanding the intent of the new code and forcing the city to approve something they do not want."

O:\3\Rev & Red Ad-Hoc Committee\Memo to City Manager from the Rev & Red Ad Hoc Committee - 6-30-2011.doc

Excerpts: May 9, 2011 City Council Regular Meeting

6B) 04-18-2011 – Revitalization and Redevelopment Ad-Hoc Committee – Minutes

Minutes of the April 18, 2011 Revitalization and Redevelopment Ad-Hoc Committee meeting were received for information.

Councilman Lob said that the Committee made a recommendation for looking into the possibility of having university students test the new Code by actually designing a building for N. W. 36th Street. This is an item he would like Council to discuss.

Councilwoman Ator stated that she attended the Revitalization and Redevelopment Ad-Hoc Committee meeting and their recommendation to hold a design competition or have university students work on a design for N. W. 36th Street was very interesting. The Architectural Review Board also indicated that there was lack of vision and she would suggest that someone from the Ad-Hoc Committee attend the Architectural Review Board meeting to discuss the issue.

Councilman Lob clarified that there are two separate issues; one is a review of the new district boundary regulations and the other was for the design competition.

Councilwoman Ator agreed there were two ideas presented by the Ad-Hoc Committee. She said that university students would form teams and use the Code regulations in order to design a building that the City would not want.

Councilman Espino stated that Committee member Joe Valencia presented the idea to “debug” the Code. It would be a group project and there would be several renditions of what market conditions would permit on N. W. 36th Street.

Councilwoman Ator reiterated her suggestion for sending the recommendation to the Architectural Review Board so that they could add to the conversation.

City Attorney Seiden suggested asking Ad-Hoc Committee member Joe Valencia to join him at the June 1st Architectural Review Board meeting since he is attending that night.

Agenda Item No.

City Council Meeting of:

8-22-2011

CITY OF MIAMI SPRINGS



Parks & Recreation Department
1401 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5075
Fax: (305) 805-5077

To: Honorable Mayor Garcia and Members of the City Council

Via: James R. Borgmann, City Manager
Omar Luna, Recreation Director

From: Patricia Bradley, Program Supervisor

Subject: 85th Birthday Celebration

As requested, here's an update on our 85th Birthday Celebration scheduled for Saturday August 27th.

- 1) The 85th Birthday Committee met on the Circle, Tuesday August 16th at 10:00am. In attendance: Jim Borgmann, Ron Gorland, Pete Baan, Steve Carlisle, Omar Luna, Patricia Bradley, Tom Curtis, Robert Williams, Councilwoman Ator, Dick Bergen and Sef from The Burger Beast, Sef is our contact with the food truck vendors.
- 2) The food trucks will be located on the south and south east side of the Circle. This location will not interfere with our local businesses. Siamo's, one of our local businesses, will have a truck which will be located on the NW side of the Circle, they are not affiliated with the other the food trucks.
- 3) Carlos Santana will set up and provide bar service on the NW corner of the Circle.
- 4) The tents, tables and chairs will be located on the west side of Circle. The children's activities will be set up on the opposite side.
- 5) The official kick off ceremony for the event is scheduled for 7:00pm beginning with the National Anthem. The Mayor, current Council, past Council members, Administration and other dignitaries will be introduced at that time.

- 6) The band will perform four (4) 40 minute sets beginning at 5:45pm. The DJ will provide music and announcements during the bands down time.
- 7) Three 3 x 8 banners with the 85th Birthday Celebration logo were ordered and placed on the north side of the Circle, north and south bound lanes of Curtiss Parkway by the MSGCC.
- 8) The company that is providing the Port-A-Lets was contacted in regards to sinks. They do not recommend this type of portable unit. On their recommendation, wall mounted hand sanitizers will be placed on the inside wall of each port-a-let.
- 9) We have ordered 1,500 mini cupcakes. The vendor will set up a display on two (2) 10 foot round tables in the shape of the number 85. After the opening ceremony, the cupcakes will be distributed.
- 10) An additional tent has been ordered, this will be staffed by the Chamber. They have offered any assistance during the event, as needed.
- 11) Tom Curtis said he looking into printing a commemorative poster to sell at the event in honor of our Cities 85 years. This will be handled through the Gazette.
- 12) CMI is holding their Board meeting on Saturday August 20th. They will get back to us in regards to their participation.
- 13) Yvonne Shoenberger from the Miami Springs Historical Society said they are planning on having the museum open to the public, free of charge, from 6:00pm to 10:00pm that evening. They will post a sign at the Chamber tent with that information.

AUG 22, 2011



**CITY OF MIAMI SPRINGS, FLORIDA
MEMORANDUM**

TO: James R. Borgmann, City Manager

FROM: Elora R. Sakal, Secretary to the Golf and Country Club Advisory Board *ES*

VIA: Magali Valls, City Clerk *MV*

DATE: August 15, 2011

SUBJECT: Board Recommendations

Based on actions taken at their meeting of August 10, 2011, the Golf and Country Club Advisory Board members would like to bring the following item to the attention of the City Council:

“Recommendation that the City Council consider that every resident of Miami Springs should be entitled to free week day membership at the Club. The Golf and Country Club Advisory Board feels that since the residents have been supporting the Club through their tax payments, the facility should be at their disposal. This will stimulate interest in the Club and form a basis for future golfers. Classes should be made available to teach new members the basics of the game and course etiquettes. Rates for cart fees and walkers will be determined by administration and the Golf Director. In addition, the Board supports the rates schedule as proposed by Golf Director Mike Aldridge.”

Attachments: Excerpts



ORDINANCE NO. 1026-2011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-092, NONCONFORMING USES, BY ADDING THERETO A PROVISION TO EXEMPT EXISTING SINGLE FAMILY RESIDENTIAL HOMESITE PROPERTIES FROM VARIANCE REQUIREMENTS CREATED BY A LONG-STANDING NONCONFORMITY OF THE WIDTH, DEPTH OR TOTAL AREA OF THE HOMESITE PROPERTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.

WHEREAS, there are a number of "undersized and nonconforming" existing single family residential homesite properties in the City; and,

WHEREAS, although either deficient in width, depth or total required area, these homesite properties have been previously permitted for development and have continued to exist in their "nonconforming" status; and,

WHEREAS, the City has never required that any affirmative action be taken to correct the "nonconforming" aspects of these existing single family residential homesite properties; and,

WHEREAS, notwithstanding the foregoing, it has been the long-standing policy and practice of the City to require these homesite properties to apply for and secure variances for their existing "nonconformity" as a condition of being authorized to perform otherwise permitted construction and improvements to their properties; and,

WHEREAS, since the "nonconformities" of these homesite properties are long-standing, created without the fault or complicity of the current owner, and are not curable,

the City administration and Board of Adjustment feel that it is not appropriate to require the traditional "nonconformity" variances for these properties; and,

WHEREAS, it is also felt that if the variance requirement for these Anonconforming@ existing single family residential homesite properties are no longer required, then the activities of the Board of Adjustment and the Building Department in regard to these properties can be more economically and efficiently administered; and,

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to approve and enact an Ordinance Amendment eliminating the variance requirement for the long-standing "nonconformities" of the width, depth or total area of existing single family residential homesite properties in the City:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:

Section 1: That Code of Ordinance Section 150-092, Nonconforming Uses, is hereby amended as follows:

150-092. Nonconforming Uses.

- (A) . . .
- (B) . . .
- (C) Nonconforming Homesite Exemption from Variance Requirement. Existing single family residential homesite properties that have previously been permitted to be developed on platted or unplatted lots, or portions of lots, that fail to meet the City's minimum requirements for lot width, depth or total area, shall not be required to secure a variance for any such existing nonconformity as a condition of securing a building permit for any otherwise authorized and code compliant improvements to the existing property or the structures thereon.

Section 2: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed insofar as they are in conflict.

Section 3: That the provisions of this Ordinance shall be effective immediately upon adoption by the City Council.

(THIS SPACE INTENTIONALLY LEFT BLANK)

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida this 12th day of September, 2011.

The motion to adopt the foregoing ordinance was offered on second reading by _____, seconded by _____, and on roll call the following vote ensued:

Vice Mayor Best	" _____ "
Councilman Espino	" _____ "
Councilman Lob	" _____ "
Councilwoman Ator	" _____ "
Mayor Garcia	" _____ "

Zavier M. Garcia

Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire
City Attorney

First reading: 08/22/2011
Second reading: 09/12/2011

Words ~~-stricken through-~~ shall be deleted. Underscored words constitute the amendment proposed. Words remaining are now in effect and remain unchanged.

City Council Meeting of:

AUG 22, 2011**CITY OF MIAMI SPRINGS**

Information Technology Department
 201 Westward Drive
 Miami Springs, FL 33166-5289
 Phone: (305) 805-5156
 Fax: (305) 805-5036

TO: Honorable Mayor Garcia and Members of the City Council

VIA: James R. Borgmann, City Manager *JR Borgmann*

FROM: Ronald Gorland, Assistant City Manager and I.T. Director *Ron Gorland*
 Jorge Fonseca, I.T. Manager

DATE: August 18, 2011

SUBJECT: ***Recommendation that Council approve an expenditure to ITC Group, the lowest responsible bidder, in the amount of \$24,313, for Voice Over Internet Protocol (VoIP) Phone System, pursuant to Section §31.11 (C)(2) of the City Code.***

REQUEST: This request is Phase II of a city project to upgrade the City's voice communication systems. Phase I was previously approved by Council and involved upgrading data communications through Comcast fiber optics.

The Procurement Department requested written quotes from four different vendors (see attachment A). The ITC group provided the lowest cost system while adhering to all of the city's technological requirements and specifications (see their proposal on attachment B). The City also requested that ITC hold a second demonstration of the system which was held on Wednesday August 17, 2011. It was attended by Councilman George Lob, City Manager James Borgmann, Assistant City Manager Ron Gorland, Finance Director William Alonso, IT Manager Jorge Fonseca, Procurement Specialist Tammy Romero, and Systems Analyst Moira Ramos. After the demonstration and discussions with ITC, all attendees agreed that ITC's proposal met the City's immediate and future growth needs. ITC Group, Inc. has been in business since 1998 and is in good standing with the Better Business Bureau. References were contacted and all are very satisfied with their system and support.

ISSUE: The City's 12 year old phone system, Nortel Digital, is costly to maintain and manage. Limitations in the systems firmware complicate simple administrative tasks and require the aid of costly support consultants. Replacement parts, when or if available, are very expensive. The recently cancelled maintenance contract alone cost the city \$12,000 annually.

COST/BENEFIT:

Attachment C provides a five year cost analysis showing that the city will have net savings of approximately \$119,000.

Phase I (datacom provided by Comcast fiber optics) has an increase of \$9,000 costs offset by a savings of \$127,603 from Phase II (voicecom). For the FY2011-12 the net savings is \$7,654.71 due to the fact that Phase I will be implemented on October 1, 2011. Phase II is anticipated to be functional by January 1, 2012 providing savings benefits for nine months of the first year.

FUNDING:

The LETF Fund will pay \$9,384.82, while the General Fund will pay the balance of \$14,928. The cost of the system will replace the current budgeted amounts in each department for telephone expense.

Procurement approval: 

Attachment A

Vendor	HW	Service	HW + Install	Service Costs
AT&T	Shoretel, Adtran, and HP equipment	Metro-Ethernet -- see attachment	\$110,556.57	\$4667.40
ShoreTel	Shoretel PBX and Phones	Comcast PRI	\$60,999	\$980
Milner	Mitel PBX and phones	Comcast PRI	\$72,717.61	\$980
ITC Group	Matrix Asterisk IP PBX and Yealink VOIP phones	Comcast PRI	\$24,313	\$980

Attachment B

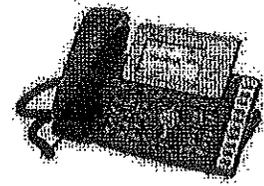
ITC **GROUP** Intelligent Technology & Communication
ITC Group, Inc.
Voice & Data Solutions

QUOTE

4703 NW 72 Ave
 Miami, FL 33166
alexg@itcgrp.com

INVOICE NO.
 DATE August 15, 2011
 CUSTOMER ID
 EXPIRATION DATE September 14, 2011

TO City of Miami Springs Florida
 201 Westward Drive
 Miami Springs, FL 33166
 Attn: Molra Ramos/ Jorge Fonseca



IP PBX w/ Yealink Phones

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Alex Garcia	IPPBX	Purchase/ Lease	

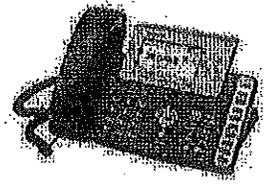
QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Matrix IPPBX100	\$ 7,799.00	\$ 7,799.00
	City Hall		
49.00	YEA-SIP-T22P	95.00	4,655.00
1.00	YEA-SIP-T26P	132.00	132.00
2.00	YEA-EXP-39	142.00	284.00
3.00	Netgear PROSAFE FS728PT 24 port POE 10/100	399.00	1,197.00
1.00	Rack-Mount Battery Back-up 1000VA-2U	499.00	499.00
	Public Works		
15.00	YEA-SIP-T22P	95.00	1,425.00
1.00	Netgear PROSAFE FS728PT 24 port POE 10/100	399.00	399.00
	REC Center		
8.00	YEA-SIP-T22P	95.00	760.00
1.00	Netgear PROSAFE FS116P 16 port POE 10/100	235.00	235.00
	Golf Center		
2.00	YEA-SIP-T22P	95.00	190.00
1.00	Netgear PROSAFE FS108P 4 port POE	160.00	160.00
	Senior Center		
2.00	YEA-SIP-T22P	95.00	190.00
1.00	Netgear PROSAFE FS108P 4 port POE	160.00	160.00
1.00	Cisco VPN router	180.00	180.00
	C.P.O		
6.00	YEA-SIP-T22P	95.00	570.00
1.00	Netgear PROSAFE FS116P 16 port POE 10/100	235.00	235.00
1.00	Cisco VPN router	180.00	180.00
		SUBTOTAL	\$ 19,250.00
		SALES TAX	
		TOTAL	

ITC Intelligent Technology & Communication **QUOTE**
ITC Group, Inc.
Voice & Data Solutions

4703 NW 72 Ave
 Miami, FL 33166
alexg@itcgrp.com

INVOICE NO.
 DATE August 15, 2011
 CUSTOMER ID
 EXPIRATION DATE September 14, 2011

TO City of Miami Springs Florida
 201 Westward Drive
 Miami Springs, FL 33166
 Attn: Molra Ramos/ Jorge Fonseca



Labor, Programming & Misc

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Alex Garcia	IPPBX	Purchase/ Lease	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Matrix IPPBX100		
	City Hall		
1.00	IP PBX Server set-up	999.00	999.00
50.00	Set-up IP phones	35.00	1,750.00
4.00	Mount switches & racks	80.00	320.00
1.00	7'Equipment Rack	189.00	189.00
	Public Works		
15.00	Set-up IP phones	35.00	525.00
1.00	Set-up switch	80.00	80.00
	REC Center		
8.00	Set-up IP phones	35.00	280.00
1.00	Set-up switch	80.00	80.00
	Golf Center		
2.00	Set-up IP phones	35.00	70.00
1.00	Set-up switch	80.00	80.00
	Senior Center		
2.00	Set-up IP phones	35.00	70.00
1.00	Set-up switch	80.00	80.00
	C.P.O		
6.00	Set-up IP phones	35.00	210.00
1.00	Set-up switch	80.00	80.00
1.00	Installation materials & supplies	250.00	250.00
	SUBTOTAL		\$ 5,063.00
	SALES TAX		
	TOTAL		

CITY OF MIAMI SPRINGS
FIVE YEAR ANALYSIS OF SAVINGS ON NEW COMMUNICATIONS SYSTEM

	<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>Totals</u>
PHASE 1						
Annual Comcast cost-Phase 1	28,800.00	28,800.00	28,800.00	28,800.00	28,800.00	144,000.00
Less savings:						
T-1 and Pre Cabs-Phase 1	<u>(27,000.00)</u>	<u>(27,000.00)</u>	<u>(27,000.00)</u>	<u>(27,000.00)</u>	<u>(27,000.00)</u>	<u>(135,000.00)</u>
Additional Cost of phase 1	<u>1,800.00</u>	<u>1,800.00</u>	<u>1,800.00</u>	<u>1,800.00</u>	<u>1,800.00</u>	<u>9,000.00</u>
PHASE 2**						
One time hardware cost-Phase 2	24,313.00	-	-	-	-	24,313.00
Annual Maintenance Fee-Phase 2	8,820.00	11,760.00	11,760.00	12,112.80	12,112.80	56,565.60
Total new system cost	<u>33,133.00</u>	<u>11,760.00</u>	<u>11,760.00</u>	<u>12,112.80</u>	<u>12,112.80</u>	<u>80,878.60</u>
Less savings:						
Suncom Phone system-Phase 2	(18,649.50)	(24,866.00)	(24,866.00)	(24,866.00)	(24,866.00)	(118,113.50)
Century Lynk maintenance*	<u>(12,000.00)</u>	<u>(12,000.00)</u>	<u>(12,000.00)</u>	<u>(12,000.00)</u>	<u>(12,000.00)</u>	<u>(60,000.00)</u>
Total savings Phase 2	<u>(30,649.50)</u>	<u>(36,866.00)</u>	<u>(36,866.00)</u>	<u>(36,866.00)</u>	<u>(36,866.00)</u>	<u>(178,113.50)</u>
LETf allocation-Hardware	(9,384.82)	-	-	-	-	(9,384.82)
LETf allocation maintenance	<u>(2,553.39)</u>	<u>(4,539.36)</u>	<u>(4,539.36)</u>	<u>(4,675.54)</u>	<u>(4,675.54)</u>	<u>(20,983.19)</u>
Costs assigned to LETf	<u>(11,938.21)</u>	<u>(4,539.36)</u>	<u>(4,539.36)</u>	<u>(4,675.54)</u>	<u>(4,675.54)</u>	<u>(30,368.01)</u>
General Fund net savings of Phase 2	(9,454.71)	(29,645.36)	(29,645.36)	(29,428.74)	(29,428.74)	(127,602.91)
General Fund Savings Phases 1 and 2	<u>(7,654.71)</u>	<u>(27,845.36)</u>	<u>(27,845.36)</u>	<u>(27,628.74)</u>	<u>(27,628.74)</u>	<u>(118,602.91)</u>

* The \$12,000 savings shown for FY2011-12 is already part of the proposed budget since that maintenance was cancelled a few months ago and the City has been recognizing that savings since that date. This means that the actual effect for next fiscal year is an increase to the current proposed budget of \$4345.29 in the General Fund.

** Phase 2 calculations for FY2011-12 are allocated over a nine month period since it is projected that this phase will be functional on January 1, 2012.

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT



201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5034
Fax: (305) 805-5036

James H. Holland, AICP
City Planner

To: James R. Borgmann, City Manager
From: James H Holland, City Planner
Date: August 11, 2011
Subject: Amended Contract for Comprehensive Planning Services with
LaRue Planning and Management Services, Inc.

With the passage of the Community Planning Act of 2011 (HB 7207), the State's role in comprehensive planning has been reduced. At the same time, the role of local government has increased. New opportunities which will have a positive fiscal impact on the City have emerged. We can now proceed with Plan Amendment recommendations from the recently completed Evaluation and Appraisal Report (EAR). At the same time, we will have the opportunity to remove, from our Plan, legislative mandates which are no longer required, such as the School Facilities Element.

In amending the Comprehensive Plan, at this time, the burden of preparing future EARs will be virtually eliminated, at least in the near future. The Florida Department of Community Affairs (DCA) has arbitrarily created new dates for EAR submissions. Our next EAR will be due in 2014. By adopting plan amendments in 2012, the 2014 EAR will simply be a notification to DCA that there are no "changed conditions" which would require Comprehensive Plan Amendments. The next EAR after 2014 will be due in 2021.

It is my recommendation that the EAR consultant's contract be amended to allow him to precede immediately with the Comprehensive Plan Amendments. These Amendments will address our major local issue-based recommendations and will also include revisions and/or deletions allowed by HB 7207. They will be processed under the newly-created State Expedited Review Process, which is much less cumbersome and time consuming than the old Objections, Recommendations and Comments (ORC) Report process.

I have requested that the Plan Amendment tasks be divided into phases. Amendment preparation and transmittal hearings will be conducted in September, while the adoption phase will follow in the next fiscal year. Mr. LaRue has provided back-up information which is included for your review.

Agenda Item No.

City Council Meeting of:

Aug 22, 2011

A handwritten signature in black ink, appearing to be "JH", is written over the date and extends to the right margin.



Memorandum

To: James R. Borgmann, City Manager
James H. Holland, City Planner
From: James G. LaRue, AICP
Date: August 11, 2011
Subject: Amendment to EAR Agreement

We are submitting the proposed amendment to our current EAR agreement to assist the City in initiating the Plan Amendments phase without delay. As you know, there is a window of opportunity created by the new legislation which allows Plan Amendments to be reviewed under the new State Expedited Review Process. This is a less bureaucratic review procedure, and the City can make revisions and/or deletions to its Comprehensive Plan eliminating some unneeded policies and prior state mandates. This is additional work based on the Community Planning Act and was not contemplated when the EAR contract was approved. The work will include preparing the Amendments and attending the LPA and City Council public hearings.



**Amendment to EAR Agreement
Dated June 25, 2010**

This Amended Agreement entered into on this 22nd day of August, 2011, between: the City of Miami Springs, 201 Westward Drive, Miami Springs, FL 33166, hereinafter referred to as the "City", and LaRue Planning & Management Services, Inc., 1375 Jackson Street, Suite 206, Fort Myers, FL 33901, hereinafter referred to as the "Consultant".

Whereas, the draft EAR has been completed, providing data and analysis and recommended Plan Amendment revisions.

Whereas, with the passage of HB 7207 (the Community Planning Act) it is now timely for the City to adjust its Comprehensive Plan to reflect local priorities while being consistent with current State requirements.

Whereas, the City desires the professional services of the Consultant to prepare Plan Amendments and;

Whereas, the Consultant is qualified and prepared to provide such professional services;

Now, Therefore, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the City and the Consultant agree as follows:

1. Scope of Services:

Task 1: Prepare proposed Plan Amendment changes derived from the EAR and HB 7207 for consideration by LPA and City Council.

Task 2: Meet with staff and attend all transmittal public hearings.

Task 3: Submit Plan Amendments to reviewing agencies through the expedited review process.

Task 4: Review comments from designated agencies and attend adoption public hearing.

Task 5: Follow-up to assure compliance and furnish City with 8 hard copies of the adopted Comprehensive Plan and/or copy of same on digital media.

2. **Compensation and Method of Payment.** Compensation will be a total cost of \$15,000, this cost includes professional fees and all Consultant expenses related to the project. Consultant will not charge for travel to and from the City of Miami Springs. If travel is required to other areas of the state, it will be charged at the State of Florida reimbursement rates. If the City requires additional printed/bound copies, they will be charged as direct costs. Invoices will be submitted to the City on a monthly basis.
3. **Project Management.** The Project Manager for the Consultant under this Agreement is James G. LaRue, AICP.
4. **Ownership of Documents.** All materials, reports, data and other documents developed by Consultant or otherwise generated pursuant to this Agreement shall remain the exclusive property of the City and the Consultant shall surrender them upon request by the City.
5. **Nondiscrimination.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, or national origin.
6. **Independent Contractor.** The City and the Consultant intend that an independent contractor relationship is created by this Agreement. Consultant shall not be considered an agent or employee of the City for any purpose and the City shall not be liable to carry unemployment compensation insurance or worker's compensation insurance on the Consultant, or his employees. The City shall not withhold any taxes or social security from compensation paid to the Consultant. The City shall not use the Consultant exclusively, and the Consultant shall be free to contract with other persons for similar or other services while under contract with the City.
7. **Conflict of Interest.** The Consultant represents to the City that it does not presently have any clients or other interests, and that it will not acquire any such clients or interests, which conflict in any manner, either directly or indirectly, with the performance of services required under this Agreement. The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest for any prospective business associations.
8. **Attorney's Fees and Costs.** In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
9. **Termination.** This Agreement may be terminated for any reason by the Consultant or by the City upon thirty (30) days prior written notice. Notice to be sent certified mail, return receipt requested.
10. **Indemnification.** The Consultant hereby indemnifies and holds harmless the City, and its agents and employees, from any claim, loss, liability or demand arising out of or relating to any negligent act, omission or misconduct by the Consultant in the performance of services under this Agreement. This indemnification of the City by the Consultant shall not constitute a waiver of sovereign immunity by the City.



In Witness Whereof, the parties have executed this Agreement as of the date above first written.

Witness

Miami Springs, Florida

Signature

Date

Print Name

Title

Witness

LaRue Planning & Management Services, Inc

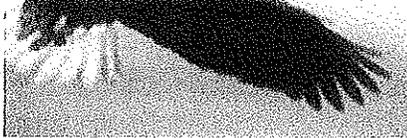
Kevin L. Peltier

James G. LaRue

James G. LaRue, AICP

President





Memorandum

To: James H. Holland, AICP
Miami Springs City Planner

From: James G. LaRue, AICP

Date: July 26, 2011

Subject: Planning work remaining and carry over for next fiscal period.

The following is a schedule of the work that remains to be done and the work that will carry over into the next fiscal year.

	Cost
<i>August 2011</i>	
Present and review with staff possible Plan Amendments derived from EAR and new legislation (HB 7207).	\$7,700 *
<i>September 2011</i>	
Prepare proposed Plan Amendment changes for consideration by LPA and City Council. Consultant will meet with staff and attend all public hearings.	\$6,500
<i>October 2011</i>	
Submit Plan Amendments to reviewing agencies through the expedited review process.	\$3,500
<i>December 2011</i>	
Review comments and hold adoption hearing.	\$2,500
<i>January - February 2012</i>	
Follow-up to assure compliance and furnish City with 8 hard copies of the adopted Comprehensive Plan and/or copy of same on digital media.	\$2,500
<i>Total</i>	\$22,700
<i>* Current contract balance</i>	- 7,700
<i>New contract amount</i>	\$15,000

COST OF PRODUCING AGENDA PACKETS

Estimated number of Council meetings annually	31
Number of agenda packets prepared for each meeting	10 310 packets
Average number of pages per packet	200
Total number of pages for all agenda packets	62,000 pages
Cost of paper per sheet	\$0.06 = \$3,720
Cost of Toshiba copier per copy	\$0.005 = \$310
Total paper and copying costs of agenda packets annually	\$4,030.00

<u>Labor</u>	<u># of Hours</u>	<u>Fully Burdened Hourly Pay Rate</u>	
City Clerk	10	\$57.925 x 310 packets	\$17,956.75
Deputy City Clerk	6	\$33.2375 x 310 packets	<u>\$6,182.18</u>
Total labor costs of agenda packets annually			\$24,138.93
Total cost of producing agenda packets annually			\$28,168.93

Tablets

Bestbuy.com/site

HP TouchPad Tablet with 16 GB Memory	\$399.99
HP TouchPad Tablet with 32 GB Memory	\$499.99
HP Wireless keyboard for HP TouchPad tablets	\$69.99

Agenda Item No. *11-A*

City Council Meeting of:

8-22-2011



City of Miami Springs
Special Event Funding Request Application

1. Name of Organization: _____

Address: _____ Phone: _____

2. Amount Requested: \$ _____

3. Tax exempt? _____ 4. Employer/Tax ID #: _____

5. Purpose of this request (Name of Benefactor of this event): _____

6. Event Date: From ___/___/___ to ___/___/___

6a. Time of Day: _____ AM / PM to _____ AM / PM

7. Total cost of event (must attach a detailed budget): \$ _____

8. Other contributors (names and \$ amts): _____

9. Expected economic impact on downtown: _____

Name & Title of Individual Filing Request (print): _____

Signature: _____ Date: _____

