



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

Vice Mayor Michael Windrem
Councilman George V. Lob

Councilman Billy Bain
Councilman Jaime A. Petralanda

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium".

ADDENDUM # 2
REGULAR MEETING
Monday, June 24, 2013 – 7:00 p.m.
Council Chambers – City Hall
201 Westward Drive – Miami Springs

10G) Approval of Amendment to Professional Services Agreement Between the City of Miami Springs and American Traffic Solutions

City Council Meeting of:

06-24-2013.

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment ("Amendment") is dated effective this ____ day of _____, 2013 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation and the City of Miami Springs, Florida ("Customer"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, on August 26, 2011, Customer and ATS entered into a Professional Services Agreement (the "Agreement"); and

WHEREAS, the Florida Legislature passed and the Governor of the State of Florida signed into law CS/CS/HB7125, authorizing local hearings for notices of violations connected with the use of red light cameras as traffic infraction detectors to enforce Chapter 316, the State of Florida Uniform Traffic Code and taking effect on July 1, 2013; and

WHEREAS, Customer and ATS mutually desire to amend certain terms and conditions of the Agreement to align the provision of services by ATS with the provisions and requirements of Law of Florida 2013- _____.

TERMS AND CONDITIONS

NOW THEREFORE, Customer and ATS hereby agree as set forth below:

1. Section 1.3.14 of Exhibit B, is hereby deleted in its entirety and replaced as follows: "ATS is authorized to charge, collect and retain a convenience fee of up to 5% of the total dollar amount of each electronic payment processed. Such convenience fees are paid by the violator."
2. Section 1.3.1 of of Exhibit B, is hereby modified to include the following: "Subsequent notices, other than those specified in this section 1.3.1, may be delivered by First Class mail for additional compensation as set forth in Exhibit A."
3. Exhibit A is hereby amended to add the following: "Subsequent notices mailings fee: \$2.00 per piece"
4. Section 2.5 of Exhibit B is hereby amended to add subsection 2.5.5 as follows: "Customer shall provide, either for itself or through an inter-local agreement with another jurisdiction, a local hearing officer, clerk, and hearing facilities to schedule and hear disputed Notices of Violation."
5. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
6. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

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

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF MIAMI SPRINGS, FLORIDA

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____