

RESOLUTION NO. 13-2175

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO A SECOND AMENDMENT TO THE CONTRACT BETWEEN AMERICAN TRAFFIC SOLUTIONS, INC., AND THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) ATTACHED AS EXHIBIT “A” AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside, Florida, a municipal corporation of the State of Florida agrees to modify the original agreement entered into between the Town and American Traffic Solutions, Inc., (hereinafter “ATS”) on the 9<sup>th</sup> day of August 2010 pursuant to Resolution No. 10-1950 and, subsequently amended on the 13<sup>th</sup> day of March 2012 pursuant to Resolution No. 12-2072 (collectively hereinafter “Agreement”); and

**WHEREAS**, the Florida Legislature passed CS/CS/HB7125 during the 2013 Legislative Session providing for hearings related to 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 Amendment; and

**WHEREAS**, the Town 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 the Law of Florida 2013-160; and

**WHEREAS**, the Second Amendment (attached hereto as Exhibit “A”) changes the convenience fee from a flat fee to a percentage to be charged to the violator, requires subsequent notices to be mailed by First Class mail for a flat fee, and requires the Town to provide for a local hearing as required by the statutory change.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Authorization to enter into the Amendment.** The Town Commission hereby authorizes the Town Manager to enter into the Second Amendment to the Contract between American Traffic Solutions, Inc and the Town of Surfside attached as Exhibit “A”.

**Section 3. Implementation.** The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Amendment in accordance with the terms, conditions and purposes of this Resolution and Amendment.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16<sup>th</sup> day of July, 2013.

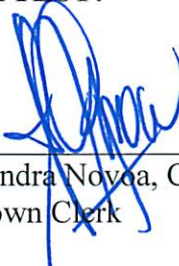
Motion by Commissioner Graubart, second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

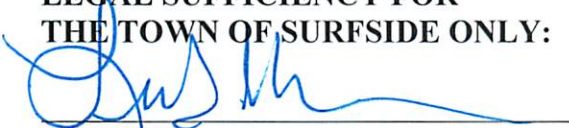
Commissioner Joseph Graubart	yes
Commissioner Michelle Kligman	yes
Commissioner Marta Olchyk	yes
Vice Mayor Michael Karukin	yes
Mayor Daniel Dietch	yes

  
\_\_\_\_\_  
Daniel Dietch, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra Noyoa, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR  
THE TOWN OF SURFSIDE ONLY:

  
\_\_\_\_\_  
Linda Miller  
Interim Town Attorney

Resolution No. \_\_\_\_\_

**SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment (this "Amendment") is dated effective this 13<sup>th</sup> day of August, 2013 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation and the Town of Surfside ("Customer"), a municipal corporation of the State of Florida.

**RECITALS**

WHEREAS, on August 9, 2010, 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 2013-160.

**TERMS AND CONDITIONS**

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

1. The convenience fee set forth in Section 18 of Exhibit D, is hereby amended as follows: "ATS is authorized to charge, collect and retain a convenience fee of up to actual processing cost for each electronic payment processed. Such fees are paid by the violator."
2. Exhibit D is hereby amended to add a new subsection 19 as follows: "Subsequent notices, other than those specified in this Exhibit D, 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 16 of Exhibit D is hereby amended to add the following: "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.

**Surfside**

**American Traffic Solutions, Inc.**

By: Michael Crotty

By: George A. Hillman

Title: TOWN MANAGER

Title: GENERAL COUNSEL

Date: 8-9-13

Date: 8/13/13