

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment is dated effective this 15th day of October, 2013 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation and the City of Doral ("Customer"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, on March 11, 2009, Customer and ATS entered into a Professional Services Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, pursuant to Resolution 10-151, Customer and ATS entered into a first amendment to the Agreement to implement the provisions of IIB 325 (2010) (the "First Amendment"), a copy of which is attached hereto as Exhibit "B;" and

WHEREAS, the Florida Legislature passed and the Governor of the State of Florida signed into law CS/CS/IIB 7125, 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, as modified by the First Amendment, to align the provision of services by ATS with the provisions and requirements of Chapter 2013-160, Laws of Florida (2013) (the "Second Amendment").

TERMS AND CONDITIONS

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

1. The above recitals are true and correct and incorporated herein.
2. Section 1.0 of Exhibit F is hereby amended to add the following:


Subsequent notices mailings fee: \$2.00 per piece.

ATS is authorized to charge, collect and retain a convenience fee of up to 5% of the total dollar amount for each electronic payment processed. Such convenience fees are paid by the violator.
3. Exhibit D is hereby amended to add a new Section 16 as follows: "Subsequent notices, other than those specified in section 8, may be delivered by First Class mail for additional compensation as set forth in Exhibit F."
4. Section 19 of Exhibit D is hereby amended to add the following: "Customer shall provide for itself a local hearing officer, clerk, and hearing facilities to schedule and hear disputed Notices of Violation."

5. To the extent that the revenue collected over the term of the Agreement is insufficient to cover any balance deferred under Section 1.0 of Exhibit F, ATS shall issue a credit of up to \$36,575 toward such deferred balance.
6. The provisions of the Agreement and First Amendment, as amended by this Second 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 Second Amendment, all terms of the Agreement and First Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement or First Amendment, the terms of this Second Amendment shall prevail and control.
7. This Second 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 Second Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Second Amendment.

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

City Of Doral



Joe Carollo, City Manager
Date: 10/28/13

Attest:




Barbara Herrera, City Clerk

Approved As To Form And Legality For The
Use And Reliance Of The City Of Doral,
Florida Only:



John R. Herrin, Jr., City Attorney

American Traffic Solutions, Inc.

By: 

Title: EVP & President of SLSS
Date: 10/30/13