



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Robert L. Vernon, *Mayor*
Enrique Garcia, *Vice Mayor*
Michael W. Davey
Robert Gusman
Michael E. Kelly
Jorge E. Mendia
Thomas Thornton

DATE: August 11, 2010
TO: Honorable Mayor and Members of the Village Council
FROM: Genaro "Chip" Iglesias, Village Manager

Village Manager
Genaro "Chip" Iglesias

RE: Amendment of Village-ATS Agreement for Traffic Camera Safety Program

RECOMMENDATION

It is staff's recommendation that the Mayor and Council approve the attached Amendment No.1 to the Agreement between the Village and ATS for the administration of the Traffic Camera Safety Program.

BACKGROUND:

On October 9, 2007, the Village adopted Ordinance 2007-7 codified at Chapter 26, Article IV of the Village's Code of Ordinances, which established and authorized the Village's Traffic Camera Safety Program. Subsequently, on about April 30, 2008, the Village and ATS entered into an Agreement, whereby the Village and ATS agreed to the provision by ATS of services to the Village in connection with the Traffic Camera Safety Program (the "Agreement").

On, May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the creation of Chapter 2010-80, Laws of Florida (the "Mark Wandall Traffic Safety Act" or the "Act") taking effect on July 1, 2010. The Act expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes, subject to certain requirements.

The August 31, 2010 Village Council agenda includes final reading of an ordinance amending Chapter 26, Article IV of the Village's Code of Ordinances to provide for the operation of its Traffic Camera Safety Program in accord with the provisions of the Act. The Village and ATS wish to amend and modify the Agreement to align the provision of services by ATS with the provisions of the Act.

RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND AMERICAN TRAFFIC SOLUTIONS FOR THE ADMINISTRATION OF THE TRAFFIC SAFETY CAMERA PROGRAM; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 9, 2007, the Village adopted Ordinance 2007-7 codified at Chapter 26, Article IV of the Village's Code of Ordinances, which established and authorized the Village's Traffic Camera Safety Program; and

WHEREAS, on April 30, 2008, the Village and Vendor entered into the Agreement, whereby the Village and Vendor agreed to the provision by Vendor of services to the Village in connection with the Traffic Camera Safety Program, subject to the terms and conditions stated in the Agreement; and

WHEREAS, on May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the creation of Chapter 2010-80, Laws of Florida (the "Mark Wandall Traffic Safety Act" or the "Act") taking effect on July 1, 2010; and

WHEREAS, the Act 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 Village has on August 31, 2010 amended Chapter 26, Article IV of the Village's Code of Ordinances to provide for the operation of its Traffic Camera Safety Program in accord with the provisions of the Act ; and

WHEREAS, the Village and Vendor wish to amend and modify the Agreement to align the provision of services by Vendor with the provisions of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Agreement Amendment Approved. That the proposed Amendment No. 1 to the Agreement (the "Agreement") between the Village of Key Biscayne and American Traffic Solutions for Traffic Camera Safety Program, in substantially the form attached hereto, is hereby approved and the Village Manager is

authorized to execute the Agreement on behalf of the Village, once the Village Attorney has approved the Agreement as to form and legal sufficiency.

Section 3. Implementation. That the Village Manager is hereby authorized to take any action necessary for the implementation of the Agreement and this Resolution.

Section 4. Effective Date. That this Resolution shall become effective immediately upon adoption hereof, and the Agreement shall be approved and effective as of July 1, 2010.

PASSED AND ADOPTED this ___ day of August ____, 2010.

Robert Vernon
Mayor

ATTEST:

Conchita H. Alvarez, MMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.
Village Attorney



**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN
THE VILLAGE OF KEY BISCAIYNE AND AMERICAN TRAFFIC SOLUTIONS
FOR TRAFFIC SAFETY CAMERA PROGRAM**

This Amendment No. 1 (the "Amendment") to the Agreement Between the Village of Key Biscayne and American Traffic Solutions For Traffic Safety Camera Program dated as of April 30, 2008 (the "Agreement") is made and effective as of the 1st day of July, 2010 (the "Effective Date") by and between the Village of Key Biscayne, Florida, a municipal corporation (the "Village" or "Customer") and American Traffic Solutions, LLC, a Delaware limited liability company ("Vendor").

Recitals

WHEREAS, on or about October 9, 2007, the Village adopted Ordinance 2007-7 codified at Chapter 26, Article IV of the Village's Code of Ordinances, which established and authorized the Village's Traffic Camera Safety Program (the "TCSP"); and

WHEREAS, on or about April 30, 2008, the Village and Vendor entered into the Agreement, whereby the Village and Vendor agreed to the provision by Vendor of services to the Village in connection with the Traffic Camera Safety Program, subject to the terms and conditions stated in the Agreement; and

WHEREAS, on or about May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the creation of Chapter 2010-80, Laws of Florida (the "Mark Wandall Traffic Safety Act" or the "Act") taking effect on July 1, 2010; and

WHEREAS, the Act 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 Village has on August 31, 2010 amended Chapter 26, Article IV of the Village's Code of Ordinances to provide for the operation of its Traffic Camera Safety Program in accord with the provisions of the Act ; and

WHEREAS, the Village and Vendor wish to amend and modify the Agreement to align the provision of services by Vendor with the provisions of the Act;

Terms and Conditions

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor and Village agree that the Agreement shall be and hereby is amended and modified as provided herein:

1. **Recitals.** The preceding recitals are true and correct and are incorporated into this Amendment by reference.

2. **Definitions.** Section 1.0 of the Agreement is deleted and replaced with the following:

1.0 Definitions. All definitions set forth in Chapter 26, Article IV of the Village's Code of Ordinances, as may be amended or recodified from time to time, are incorporated herein. In addition, the following words and phrases shall have the following meanings in this Agreement.

3. **Definition of "Authorized Employee."** Section 1.1 of the Agreement is deleted and replaced with the following:

1.1 "Authorized Employee" means the Traffic Infraction Enforcement Officer, whose duties and qualifications are set forth in the Village Ordinance.

4. **Definition of "Village Ordinance."** Section 1.3 of the Agreement is deleted and replaced with the following:

1.3 "Village Ordinance" means Chapter 26, Article IV of the Village's Code of Ordinances, as may be amended or recodified from time to time.

5. **Definition of "Civil Fee."** Section 1.4 of the Agreement is deleted and replaced with the following:

1.4 "Civil Penalty" means the penalty assessed for violations of Florida Statutes §§ 316.074(1) or 316.075(1)(c)1 pursuant to Florida Statutes § 316.0083.

All references in the Agreement to "Civil Fee" shall be amended to mean "Civil Penalty".

6. **Definition of "Enforcement Documentation."** Section 1.8 of the Agreement is deleted and replaced with the following:

1.8 "Enforcement Documentation" means the necessary and appropriate documentation related to the issuance and collection of notices of violation, as defined in the Village Ordinance, for the enforcement of red zone infractions, also as defined in the Village Ordinance, including notices of violation, instructions for notices of violation, form affidavits, instructions for form affidavits, reminder letters, a numbering sequence for notices of violation, chain of custody records, and technical support documentation.

7. **Definition of "Infraction."** Section 1.11 of the Agreement is deleted and replaced with the following:

1.11 "Infraction" means any red zone infraction or violation as defined in the Village's Ordinance and as provided by the Act.

8. Definition of "Notice of Infraction." Section 1.15 of the Agreement is deleted and replaced as follows:

1.15 "Notice of Violation" shall mean the notice of an Infraction, which is delivered by first class mail by Vendor to the owner of a motor vehicle involved in an Infraction based upon the appropriate Enforcement Documentation pursuant to the requirements of the Village Ordinance, and means a "notice of violation" as such term is used in the Act .

All references to the term "Notice of Infraction" in the Agreement are deleted and replaced with the term "Notice of Violation."

9. Removal of Duplicate Definitions of "Traffic Safety Camera Program". Section 1.24 of the Agreement is deleted, since covered by Section 1.25.

10. Definition of "Ordinance". Section 1.17 of the Agreement is deleted and replaced with the following:

"Ordinance" shall mean Chapter 26, Article IV of the Village of Key Biscayne Code of Ordinances, as may be amended or recodified from time to time.

11. Prosecution. Section 3.4 of the Agreement is deleted and replaced with the following:

3.4 Prosecution. The Village shall prosecute red zone infractions pursuant to the terms, procedures, and requirements of the Village Ordinance and general law, including the Act, subject to the Village's routine law enforcement discretion.

12. Termination for Cause. Section 6.1 of the Agreement is deleted and replaced with the following:

6.1 Termination for Cause: Either party shall have the right to terminate this Agreement immediately by written notice to the other if: (i) state or federal statutes are amended so as to prohibit the operation of a TCSP by the Village; or (ii) a court having jurisdiction over the Village rules or declares that the Act is invalid, in whole or material part; or (iii) a determination by a court of competent jurisdiction or other applicable dispute resolution forum that Vendor has infringed upon a third party's patent, trademark, trade secret or other intellectual property; or (iv) the other party commits a material breach of any of the provisions of this Agreement; or (v) Vendor's non-payment of revenues to Village as required by this Agreement. In the event of a termination due to this Section, Village shall be relieved of any further obligations to Vendor other than as specified herein. Each party shall have the right to remedy the

cause for termination within forty-five (45) calendar days (or within such other time period as Village and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

The right to terminate this Agreement given in Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

13. Warning Period. Section 6.2 of the Agreement is deleted.

14. Procedures for Processing Payments. Sections 7.2, 7.3, and 7.4 of the Agreement are deleted and replaced with the following:

7.2 Vendor shall be responsible for processing payments of Civil Penalties paid pursuant to Notices of Violation and (only if authorized by the County Court) for Uniform Traffic Citations. Vendor shall provide payment means through mail, telephone and on-line processes. Vendor shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals. Any payments made in person to the Village will be taken by the Village and applied through Axis System.

7.3 Vendor's lockbox shall remit to the designated Village account all payments received during a week no later than 5:00 p.m. Eastern Time on Tuesday of the following week. If such Tuesday is a legal holiday or a day upon which banking services are not available, Vendor's lockbox shall remit such payments on the next day that is not a legal holiday and that banking services are available.

7.4 Vendor shall invoice the Village for all applicable fees for services rendered by Vendor pursuant to this Agreement according to the fee schedule delineated on Exhibit "F". Along with the invoice, Vendor shall provide information to the Village, in a format acceptable to the Village, supporting the invoice amounts forwarded by Vendor to the Village. In addition, Village shall have access to Vendor's financial records evidencing payments for all paid Notices of Violation and for Uniform Traffic Citations (the "UTC") for red zone infractions at Village's Designated Intersections upon Village's reasonable request.

15. Legal Challenges and Indemnification. Sections 10.4, 10.5, 10.6 and 10.8 of the Agreement are deleted.

16. Exhibits. Exhibits B, C, D, and F to the Agreement are deleted and replaced with Exhibits B, C, D, and F to this Amendment. The terms of Exhibit "F", "Service Fee Schedule" (the "Schedule"), shall be subject to the following condition:

A. Cost Protection. Vendor shall waive its monthly Service Fee under the Service Fee Schedule in any month if and to the extent that the monthly compensation to be paid by Village to Vendor pursuant to the Service Fee Schedule exceeds the monthly penalties received and retained by the Village from any source from operation of the TCSP. The portion of compensation so waived shall be that amount which exceeds the amount of the penalties received and retained by the Village.

17. Most Favored Governmental Entities. The Vendor agrees that if, after the Effective Date of this Amendment No. 1, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, as modified by this Amendment, the Village may provide Vendor with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in the Agreement, as modified by this Amendment and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Village in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within 90 days of the New Agreement Notice, then the Village shall have the right to terminate this Agreement without any penalty or early termination fee, subject to the terms and conditions of Section 6.3 of the Agreement, by providing 30 days advance written notice to Vendor, such notice to be given no later than 100 days from the New Agreement Notice.

18. Effect of Amendment on Agreement. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in the Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control. This Amendment shall be construed and applied in accordance with the Act.

EXHIBIT "B"

Construction and Installation Obligations

Timeframe for Installation: Traffic Safety Camera Program

Vendor will have each specified intersection installed and activated in phases in accord with an implementation plan to be mutually agreed to by Vendor and the Village Manager.

Vendor will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Vendor will use reasonable commercial efforts to install and activate all specified intersections within forty-five (45) days subsequent to receipt of all permits required by Section 1.4 of this Exhibit "B".

I. Vendor Obligations. Vendor shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Vendor's sole cost and expense):

- 1.1 Appoint the Vendor Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Vendor Project Manager;
- 1.2 Request current "as-built" electronic engineering drawings for the Designated Intersections (the "Drawings") from the County traffic engineer;
- 1.3 Develop and submit to the Village for approval construction and installation specifications in reasonable detail for the Designated Intersection, including but not limited to specifications for all sensors, pavement loops, electrical connections, and traffic controller connections, as required;
- 1.4 Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersections (collectively, the "Approvals"), which will include compliance with Village permit applications;
- 1.5 Seek rights from private property owners, as necessary for the placement of System Equipment at designated intersections where Governmental Authorities have jurisdiction over the designated intersection and adjacent rights of right of way, and which such Governmental Entity denies authority to Vendor for the installation of its equipment ;
- 1.6 Finalize the acquisition of the Approvals;

- 1.7 Submit to the Village a public awareness strategy for the Village's consideration and approval, which strategy shall include media and educational materials for the Village's approval or amendment according to the Vendor proposal (the "Awareness Strategy");
- 1.8 Develop the Red Light Infraction Criteria in consultation with the Village;
- 1.9 Develop the Enforcement Documentation for approval by the Village, consistent with the requirements of the Village Ordinance and the Act , as may be amended or recodified from time to time.;
- 1.10 Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersections (under the supervision of the Village);
- 1.11 Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersections, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
- 1.12 Install and test the functionality of the Designated Intersections with the Vendor System and establish fully operational Infraction processing capability with the Vendor System;
- 1.13 Implement the use of the Vendor System at each of the Designated Intersections;
- 1.14 Deliver the Materials (as defined in 2.7 below) to the Village;
- 1.15 Upon approval by an Authorized Employee, issue Notices of Violation and, as applicable, Uniform Traffic Citations and deliver such Notice of Violation and/ or Uniform Traffic Citation by the mailing method prescribed by the Act;
- 1.16 Obtain access to the records data of the Department of Motor Vehicles in Vendor's capacity as needed for the program;
- 1.17 As needed, Vendor shall provide training for personnel of the Village, including, but not limited to, the persons who Village shall appoint as Authorized Employees and other persons involved in the administration of the TCSP, regarding the operation of the Vendor System and the TCSP. This shall include training with respect to the Vendor System and its operations, strategies for presenting Infractions Data in court and judicial proceedings and a review of the Enforcement Documentation;

- 1.18 Provide reasonable public relations resources and media materials to the Village in the event that the Village elects to conduct a public launch or re-launch of the TCSP;
- 1.19 Notice of Violation processing and Notice of Violation re-issuance.
- 1.20 Vendor shall, at no additional cost to the Village, provide Police Department workstation computer monitors for use by Village during the term of the Agreement for potential Infraction review and approval which provide a resolution of 1280 x 1024, which monitors shall be returned to Vendor upon termination of this Agreement.
- 1.21 For optimal data throughput, Police Department/Adjudication workstations should be connected to a high-speed Internet connection with bandwidth of T-1 or greater. Vendor will coordinate directly with the Village's Information Technology (IT) Department on installation and implementation of the computerized aspects of the program.
- 1.22 In order to assist in a smooth transition for the County Court jurisdiction of Uniform Traffic Citations for the TCSP, Vendor shall provide, at dates and times mutually agreed to by the parties, a representative that will assist the Village's Police Department in meeting with Court personnel concerning the TCSP.

II. VILLAGE OBLIGATIONS. The Village shall do or cause to be done each of the following (in each case, unless otherwise stated below, at the Village's sole expense):

- 2.1. Appoint the Project Manager;
- 2.2 Assist Vendor in obtaining the Drawings from the relevant Governmental Authorities;
- 2.3 Notify Vendor of any specific requirements relating to the construction and installation of any Intersection or the implementation of the TCSP;
- 2.4 Assist and cooperate fully with Vendor in seeking Approvals, including, but not limited to, executing all such documents as may be necessary or desirable to obtain the Approvals;
- 2.5 Provide reasonable access to the Village's properties and facilities in order to permit Vendor to install and test the functionality of the Designated Intersections and the TCSP;
- 2.6 Provide reasonable access to the personnel of the Village and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
- 2.7 Seek approval or amendment of Awareness Strategy and provide written notice to Vendor with respect to the quantity of media and program materials (the "Materials") that the Village will require in

order to implement the Awareness Strategy during the period commencing on the date on which Vendor begins the installation of any of the Designated Intersections and ending six (6) months after the Installation Date;

- 2.8 Assist Vendor in developing the Red Light Infraction Criteria;
- 2.9 Seek approval of the Enforcement Documentation;
- 2.10 On a form provided by Vendor, provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Vendor is acting as an Agent of the 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;
- 2.11 If feasible, and only after all necessary approvals have been obtained from utilities and other governmental entities with jurisdiction, Village shall allow Vendor to access power from existing power sources at no cost to Village 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 the Village's jurisdiction;
- 2.12 Village shall provide one or more Authorized Employees for the purposes of reviewing potential Infractions and approving the issuance of Notices of Violations and Uniform Traffic Citations;
- 2.13 The Authorized Employee shall process each potential Infraction in accordance with State Laws and Village Ordinances and notify Vendor of whether a Notice of Violation shall issue within seven (7) days of the appearance of the potential Infraction in the Police Review Queue, using Axis™ to determine which potential Infractions will be issued as Notices of Violation. In the event of a system failure or power outage, the Authorized Employee shall process each potential Infraction as soon as possible, or with the consent or approval of Vendor for extension;
- 2.14 Village shall provide access to the Internet for the purpose of processing potential Infractions;
- 2.15 Village shall provide, on forms provided by Vendor, signatures of all Authorized Employees who will review events and approve the issuance of Notices of Violations and Uniform Traffic Citations;
- 2.16 In the event that remote access to the ATS Axis VPS System is blocked by Village's network security infrastructure, the Village's IT

Department and the counterparts at ATS shall coordinate to facilitate appropriate communications access while maintaining required security measures;

- 2.17 Village shall provide a computer terminal at a public location within the Village (ie: library or other location meeting the requirements of the Act) where persons receiving Notices of Violation may review the recorded images of the violation.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of the Traffic Camera Safety Program (the "TCSP") systems and related equipment will be the sole responsibility of Vendor, including but not limited to maintaining the casings of the cameras included in the Vendor System and all other Equipment in reasonably clean and graffiti-free condition.
2. Vendor shall not open the Traffic Signal Controller Boxes without a representative of Miami-Dade County Traffic Engineering present.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersections will be the sole responsibility of the Vendor.
4. The provision of all necessary electrical services to the Designated Intersections will be the sole responsibility of the Vendor.
5. In the event that images of a quality suitable for the Authorized Employee to identify Infractions cannot be reasonably obtained without the use of flash units, Vendor shall provide and install such flash units.
6. The Vendor Project Manager (or a reasonable alternate) shall be available to the Village's Project Manager each day.
7. Vendor shall ensure that all equipment that it provides pursuant to this Agreement meets the specifications, if any, adopted by the Florida Department of Transportation pursuant to Florida Statute, Section 316.07456, by July 1, 2011.

EXHIBIT "D"

Infraction Processing

1. All Infractions Data shall be stored on the Vendor System.
2. The Vendor System shall process Infractions Data gathered from the Designated Intersections into a format capable of review by the Authorized Employee via the Vendor System.
3. Vendor shall act as Village's agent for the limited purpose of making an initial determination of whether the recorded images should be forwarded to an Authorized Employee to determine whether an Infraction has occurred and shall not forward for processing those recorded images that clearly fail to establish the occurrence of an Infraction.
4. The Vendor System shall be accessible by the Authorized Employee through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser.
5. Vendor shall provide storage capabilities for the Village to store Infractions identified for prosecution for a period of time of not less than four (4) years after final disposition of a case or such time as required by general law.
6. Vendor shall provide the Authorized Employee with access to the Vendor System for the purposes of reviewing the pre-processed Infractions Data within five (5) days of the gathering of the Infraction Data from the applicable Designated Intersections.
7. Within seven (7) days of receipt, the Village shall cause the Authorized Employee to review the Infractions Data and to determine whether a Notice of Violation shall be issued with respect to each potential Infraction captured within such Infraction Data, and transmit each such determination to Vendor using the software or other applications or procedures provided by Vendor on the Vendor System for such purpose. **VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICE OF VIOLATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "NOTICE OF VIOLATION DECISION"), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF VIOLATION DECISION.**
8. With respect to each authorized Infraction, Vendor shall print and mail by first class mail a Notice of Violation within the statutorily required timeframe. Further, Vendor shall prepare, and serve by certified mail, the Uniform Traffic Citation if the civil penalty is not timely paid and/or the affidavit meeting the requirements of Sec. 316.0083, Florida Statutes, is not timely filed, as further described in paragraph (17) below.
9. Vendor shall provide a toll-free telephone number, at its sole expense, for the

- purposes of answering citizen inquiries.
10. Vendor shall permit the Authorized Employee to generate monthly reports using the Vendor Standard Report System.
 11. Upon Vendor's receipt of a written request from the Village and in addition to the Standard Reports, Vendor shall provide to the Village, without cost to the Village, special reports regarding the processing and issuance of Notices of Violation, the maintenance and downtime records of the Designated Intersections and the functionality of the Vendor System with respect thereto in such format and for such periods of time as the Village may reasonably request.
 12. Upon Vendor's receipt of a written request from the Village at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the Village in prosecuting Infractions at no cost to the Village.
 13. Vendor shall provide such training to Village personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Village with respect to the Red Light Enforcement Program. The parties shall jointly develop the expert witness training protocol. However, if a specific case requires testimony on the technical aspects of the equipment, upon Village's request Vendor shall provide the Village with an expert in the hearing in that case at no cost to the Village.
 14. Vendor shall provide to Village a Notice of Violation form that complies with all requirements of the Ordinance and the Act. Vendor shall also provide to Village a form of affidavit for use by owners of motor vehicles who claim an exemption under Florida Statutes § 316.0083 and shall make that affidavit available to owners through an Internet location or upon telephone request by an owner who has received a Notice of Violation or Uniform Traffic Citation.
 15. Vendor agrees that the Village shall have the right to review and approve the form Notice of Violation prior to its use, and that in the event Village determines additional information should be included in the Notice of Violation, Vendor shall modify the Notice of Violation form, at its sole expense, to comply with those requirements.
 16. With expert assistance from Vendor, Village shall provide Vendor with a form of Uniform Traffic Citation that Village finds complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications of the form may be necessary to enable use with the Vendor's systems.
 17. If a motor vehicle owner who receives a Notice of Violation fails to pay the statutory penalty or submit an affidavit that complies with all of the requirements of Florida Statutes Section 316.0083 (1) (d) within the time period provided in Florida Statutes Section 316.0083 (1) (b), the issuance of a Uniform Traffic Citation shall automatically occur based upon the prior Authorized Employee approval of the Notice of Violation.
 18. The County Court for the 11th Judicial Circuit, in Miami-Dade County, Florida, shall hear disputed Uniform Traffic Citations as provided by applicable law.

19. For any city using ATS lockbox or epayment services, Vendor 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 the Customer will be deposited in this account and transferred by wire on Tuesday of each week to the Customer's primary deposit bank. If such Tuesday is a legal holiday or day upon which banking services are not available, Vendor's lockbox shall remit such payments on the next day that is not a legal holiday and that banking services are available. The Customer will identify the account to receive funds wired from U.S. Bank if desired, Customer will sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer's financial interest in said U.S. Bank account is preserved.
20. Vendor is authorized to charge, collect, and retain a convenience fee of \$4.00 each for electronic payments provided to Vendor from persons paying a Notice of Violation, and (if authorized by the County Court) from persons paying a Uniform Traffic Citation. Such fee is paid by the violator.

EXHIBIT "F"
SERVICE FEE SCHEDULE

1.0	Description of Pricing	Monthly Fee
	Fees are based on per Camera and are as follows:	
	Lane based pricing (Plus certified mail processing surcharge of \$4 per piece metered for mailing Uniform Traffic Citations no return receipt)	
	• For 1 or 2 lanes	\$3,750
	• For 3 or 4 lanes	\$4,750
	• For 5 or 6 lanes	\$5,750

Service Fees Include: Fee includes all costs required and associated with camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment for the desired lane approach 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, lockbox and epayment processing services, call center support for general program questions and public awareness program support.

2.0 **Collection Services:** ATS may initiate collection efforts of delinquent notices upon written request by Customer provided that such collection efforts are permitted by the County Court and are consistent with law. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-suit collection and collection via litigation. For those accounts in default that go to collection, this is in addition to our Fees noted above.

Pre-suit Collection Letters 10% of Recovered Revenue
Delinquent Collections Services (including filing and maintenance of
litigation) 30% of Recovered Revenue