

S U P P L E M E N T A L A G E N D A

GREEN COVE SPRINGS CITY COUNCIL
321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
REGULAR SESSION
TUESDAY, JANUARY 26, 2016 – 7:00 P.M.



ITEM NO.

COUNCIL BUSINESS

1. American Traffic Solutions, Inc. (ATS) Professional Services Agreement for Red Light Camera System Extension. *Judd*

The City Council meets the first and third Tuesday of each month beginning at 7:00 p.m. Meetings are held in City Hall at 321 Walnut Street and audio recordings of the meetings are posted in the City's website at www.greencovesprings.com.

The City may take action on any matter during this meeting, including items that are not set forth within this agenda.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

Public Participation: Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

Exparte Communications: Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the City Council. The exchanges must be disclosed by the City Council so the public may respond to such comments before a vote is taken.

Minutes of the City Council meetings can be obtained from the City Clerk's office. The Minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

**CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF JANUARY 26, 2016
SUPPLEMENTAL**



SUBJECT: American Traffic Solutions, Inc. (ATS) Professional Services Agreement for Red Light Camera System Extension

BACKGROUND:

The City of Green Cove Springs executed its first Agreement with ATS on April 20, 2010. We went live with our “Traffic Safety Red-Light Camera Program” on February 7, 2011 at 0001 hours at the following *three (3)* intersections:

- ▶ Northbound on SR 15 (Orange Avenue) at Houston Street
- ▶ Northbound on SR 15 (Orange Avenue) at SR 16 (Ferris Street)
- ▶ Southbound on SR 15 (Orange Avenue) at SR 16 (Ferris Street)

The City then added *two* additional intersections in October 2011 at the following intersections:

- ▶ Northbound US 17 at Harbor Road
- ▶ Southbound US 17 at Harbor Road

Our current agreement and amendments with ATS stipulate that they are for an initial five-year period commensurate with the date upon which we issue the first notice of violation from the last camera installation in the first phase. Given that our program went live on February 7, 2011, the five-year period would end February of 2016. The agreement has *an option to renew for five (5) successive five-year terms*. ATS has extended the period for negotiation up to February 6, 2016. Therefore, there are two (two) regular Council meetings prior to that date (January 26 and February 2).

CONTRACT DISCUSSIONS:

On October 6, 2015, the Administration provided an update to the Council on this item. That meeting concluded with a direction from the Council to bring back an agreement with ATS to continue the program taking into account the Work Plan and Fiscal Impacts that were presented by the Administration at that time. The City Attorney also reviewed the potential impacts from pending statewide litigation on this subject with the Council as well.

The attached contract from ATS represents their best offer at this time. Salient provisions within this proposal include-

- ▶ Three-Year term
- ▶ Credit Allowance for one month commensurate to the number of cameras installed in Green Cove Springs. This equates to \$21,250 for the first year of the contract *only*.

RECOMMENDATION:

As City Manager, I have expressed my concerns with regards to fiscal impact, work plan impact, contract administration and potential financial exposure that the City faces with pending statewide class action litigation. No funds have been reserved for this potential loss.

The offer presented to you at this point *does not* address rates, other than a credit for one month in year one of the contract. There is no language requested by the City Attorney regarding indemnification. Given these material items, this offer does not represent the best interests of the City at this time.

This is a policy decision for the Council. We have presented the ATS' best offer for Green Cove Springs.

MOTION: Subject to Council direction.

SUBMITTED BY:


Danielle J. Judd, City Manager

**FOURTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment (this "Amendment") is dated effective this _____ day of _____, 2016 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation and the City of Palatka, Florida ("Customer"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, on November 16, 2009, Customer and ATS entered into a Professional Services Agreement, which was amended on or about February 9, 2012 and July 1, 2013 (the "Agreement"); and

WHEREAS, Customer and ATS mutually desire to renew the Agreement and amend certain terms and conditions of the Agreement to adjust the fees paid for services.

TERMS AND CONDITIONS

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

1. The execution of this Amendment shall extend the Agreement for an additional three (3) year term pursuant to section 4.b of the Agreement. The remaining renewal terms and conditions in section 4.b shall remain unchanged.
2. Pursuant to negotiations between ATS and the City that have resulted in the parties agreement to the terms and conditions of this Amendment, ATS agrees to a waiver of its next monthly invoice as contemplated by the Agreement for the month immediately following the execution date of this Amendment and then a one-time one month waiver for the first month in year two and year three of this three year Agreement.
3. The third paragraph of section 6. of this Agreement is hereby deleted in its entirety as follows:

~~Unit prices will be fixed for the first three (3) years of the first term and thereafter on each anniversary date of the term unit prices will increase by the CPI, according to the average change during the prior 12 months in the Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.~~

4. 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.
5. 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 GREEN COVE SPRINGS

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____