

# 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, FEBRUARY 2, 2016 – 7:00 P.M.



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## ITEM NO.

### COUNCIL BUSINESS

1. American Traffic Solutions, Inc. (ATS) – 60-Day Extension. *Judd*
2. American Traffic Solutions, Inc. (ATS) – Three-Year Agreement. *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](http://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 FEBRUARY 2, 2016  
SUPPLEMENTAL**



**SUBJECT:** American Traffic Solutions, Inc. (ATS) – 60-Day 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

Given that our program went live on February 7, 2011, the five-year period would end February 6, 2016.

ATS has offered the City an opportunity for a sixty-day extension that would begin on February 6, 2016 and continue until April 5, 2016. A Fourth Amendment to the contract is presented herewith for your consideration to accomplish that task.

**RECOMMENDATION:**

As City Manager, I recommend that you consider a 60-day extension to the Agreement.

This is a policy decision for the Council.

<b><u>MOTION:</u></b> Subject to Council direction.
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**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 Green Cove Springs, 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 extend the Agreement for a set period of time.

**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 sixty (60) days pursuant to section 4.b of the Agreement. The remaining renewal terms and conditions in section 4.b shall remain unchanged.
2. 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.
3. 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: \_\_\_\_\_

**CITY OF GREEN COVE SPRINGS, FLORIDA  
STAFF REPORT  
FOR MEETING OF FEBRUARY 2, 2016  
SUPPLEMENTAL**



**SUBJECT: American Traffic Solutions, Inc. (ATS) – Three-Year Agreement**

**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

Given that our program went live on February 7, 2011, the five-year period would end February 6, 2016.

ATS has presented to the City its best offer for a three-year term contract. The contract provides for one month fee waiver for each year of the contract to be given at the beginning of each contract year. A Fourth Amendment to the contract is presented herewith for your consideration to accomplish that task.

**RECOMMENDATION:**

As City Manager, I do not recommend a three-year contract. Should the Council elect to extend the contract for another term, my recommendation is for one year only, with a one-month fee waiver due upon contract execution.

This is a policy decision for the Council.

**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 Green Cove Springs, 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 for service fees as contemplated by the Agreement for the month immediately following the execution date of this Amendment and then a one-time one month waiver of its monthly invoice for service fees 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: \_\_\_\_\_