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## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	* \$ -0-	-0-	-0-	-0-	-0-

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

\* Fiscal impact is indeterminable at this time. The fee has changed in order to be consistent with the adopted Senate Bill. However, the terms have also changed whereby there will not be a delay in the time a citation will be issued. A separate fund has been established in FY 2011 in order to collect citation fines and to pay the contractor.

C. Departmental Fiscal Review: Amwillhite

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 12/8/2010  
OFMB

[Signature] 12/9/10  
Contract Dev. and Control  
By [Signature] 12/9/10

### B. Approved as to Form and Legal Sufficiency:

[Signature] 12/16/10  
Assistant County Attorney

This amendment complies with our review requirements.

At the time of our review, the Amendment was not created.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

**(Background and Justification – Continued)**

- Time periods for issuing Notices of Violations and Traffic Infractions, as required by the Law, have been added to the Contract. A requirement for notification to the Court has also been added.
- The provision for collection of delinquent payment by a third party collection service has been deleted as per the Law.
- The provision for appeal to a Hearing Officer has been deleted as per the Law.

This amendment to Contract No. 09-015/LJ reflects the above changes to the Law.



**FIRST AMENDMENT  
TO CONTRACT FOR  
RED LIGHT VIOLATION CAMERA  
AND CITATION SYSTEM  
(Contract No. 09-015/LJ)**

**THIS FIRST AMENDMENT**, dated \_\_\_\_\_, 2010, to Contract No. 09-015/LJ, dated July 21, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and American Traffic Solutions, Inc. formerly known as ATS American Traffic Solutions, Inc. located at 7681 E. Gray Road, Scottsdale, Arizona, 85260, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the parties have entered into that certain Contract dated July 21, 2009, hereinafter referred to as the "CONTRACT", whereby the CONTRACTOR has agreed to provide, install, administer, and service a red light violation camera and citation system to the Engineering Department, Traffic Division; and

**WHEREAS**, on or about February 11, 2010, ATS American Traffic Solutions, Inc. dropped its Florida alternate name and adopted the name American Traffic Solutions, Inc. for use in Florida and is the entity COUNTY is contracting with to do business by way of the name change; and

**WHEREAS**, during the 2010 Legislative Session, the Florida Legislature passed CS/CS/HB 325, authorizing the use of red light cameras as traffic infraction detectors to enforce Chapter 316, the Florida Uniform Traffic Code; and

**WHEREAS**, the legislation was signed into law by the Governor on May 13, 2010, resulting in the "Mark Wandall Traffic Act" (Laws of Florida, 2010-80); and

**WHEREAS**, the parties desire to amend the CONTRACT to conform to the requirements of Laws of Florida, 2010-80 and Ordinance 08-013, as amended by Ordinance 2010-040 as may be amended from time to time; and

**WHEREAS**, Palm Beach County Ordinance No. 2009-049, established the Office of the Inspector General to review COUNTY contracts, transactions, accounts and records.



**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. All references in the Contract to the term "Traffic Control Infraction Reviewers" are deleted and replaced with the term "Traffic Infraction Enforcement Officers".
2. All references in the Contract to the term "Notice of Infraction" are deleted and replaced with the term "Notice of Violation."
3. ARTICLE 4 - PAYMENTS TO CONTRACTOR paragraph A, is hereby deleted in its entirety and replaced with the following:

"A The total amount to be paid by the COUNTY under the Contract for all services and materials shall be a Flat Fee not to exceed Four Thousand Seven Hundred Fifty Dollars and no cents (\$4,750.00) per month per approach plus a certified mail processing surcharge of \$3.00, per metered piece (no return receipt) for each Uniform Traffic Citation mailed. During the initial 2-3 month test phase which will utilize three (3) camera sites, the CONTRACTOR will not be compensated.

During the term of the Contract, payments by the COUNTY may be made to CONTRACTOR under a Flexible Payment Plan. Under the Flexible Payment Plan, if the funds collected by the COUNTY during a monthly billing period exceed the amount of CONTRACTOR invoices during the same period, the COUNTY shall pay CONTRACTOR the total monthly fee due. If the funds collected by the COUNTY during a monthly billing period are less than the amount of CONTRACTOR invoices during the same period, the COUNTY shall pay CONTRACTOR the amount collected, and may defer payment of the remaining balance to the subsequent month. Monthly payments due to CONTRACTOR shall be reconciled each month by applying funds collected by the COUNTY first to the accrued balance and then to the invoice for the current billing period. At any time that CONTRACTOR invoices, including any accrued balance, are fully repaid, the COUNTY will retain all additional funds collected during that monthly billing period. Such additional funds (whether reserved in cash or not by the COUNTY) will be available to offset future CONTRACTOR invoices until the end of the calendar year. The CONTRACTOR shall have no claim to these additional funds for future balances after the end of the calendar year.

If at the end of any one (1) year period (such one (1) year period to run from January 1 to December 31) during the term of the Contract sufficient funds have not been collected by the COUNTY to pay the accrued balance then due to CONTRACTOR, CONTRACTOR agrees to waive its right to recovery of any outstanding balance existing at the end of the one (1) year period. For purposes of this clause, the term "funds" means the



revenue retained by the COUNTY from the operation of the red light camera program according to the distribution methods applicable under this Contract and applicable state law."

4. ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS is hereby added to the Contract to read as follows and all subsequent Articles renumbered accordingly:

"Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud."

5. ARTICLE 31 - LEGISLATION CHANGES is hereby amended by deleting reference to the words "court of competent jurisdiction" in items (b) and (c) and replacing them with "court with state or federal jurisdiction".

6. ARTICLE 32 - LEGAL CHALLENGES is hereby amended by deleting reference to the words "of COUNTY'S Red Light Camera Safety Ordinance (2008-13)" in the first paragraph and replacing them with "or legality of Laws of Florida, 2010-80 and Ordinance 08-013, as amended by Ordinance 2010-040 as may be amended from time to time".

7. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 2, HISTORY AND BACKGROUND, is hereby amended to add the following as paragraph four:

"On or about May 13, 2010, the Governor of the State of Florida signed CS/CS/HB 325 into law, resulting in the Laws of Florida 2010-80 which authorizes the use of traffic infraction detectors when a driver fails to stop at a traffic control signal steady red light. This Contract outlines the procedures whereby red light violations are enforced through the use of traffic infraction detectors. When COUNTY determines to enforce a violation, the registered owner of the motor vehicle shall be sent a written notification (a "Notice of Violation") by first class mail. If the registered owner does not pay the required penalty or submit a valid affidavit establishing an exemption, then a Uniform Traffic Citation ("Uniform Traffic



Citation") shall be issued. The Uniform Traffic Citation is then enforced by the court system as provided in Chapters 316 and 318 of the Florida Statutes, as may be amended from time to time."

8. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 3, GENERAL INFORMATION, is hereby amended by deleting the words notices of infraction in the second paragraph and replacing them with the following:

"Notices of Violation and Uniform Traffic Citations"

9. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 4, MINIMUM CAPABILITIES, is hereby amended as follows:

- a. Delete the second sentence of paragraph 4.5 in its entirety. Add as the second paragraph the following language:

"CONTRACTOR shall act as COUNTY's agent for the limited purpose of making an initial determination of whether recorded images should be forwarded to the Traffic Infraction Enforcement Officer to determine whether a violation has occurred and shall not forward for processing those recorded images that clearly fail to establish the occurrence of a violation."

- b. Delete the words "COUNTY staff and appointed Traffic Control Infraction Reviewers" in paragraph 4.6 and replace them with "Traffic Infraction Enforcement Officer".

- c. Delete paragraph 4.7 in its entirety and replace it with the following:

"CONTRACTOR shall provide a secure web site ([www.violationinfo.com](http://www.violationinfo.com)) for vehicle owners who have received Notices of Violation or Uniform Traffic Citations to review the violation image and video information by use of a Notice # and PIN."

- d. Add the following words at the end of the first sentence of paragraph 4.8:

"on a Notice of Violation. Collections on Uniform Traffic Citations shall be handled by the Court."

- e. Add the following as paragraph 4.12:

"Within seven (7) business days of execution of the First Amendment to the Contract, COUNTY shall provide CONTRACTOR with the name and contact information for a person responsible for oversight of all red light

camera related requirements.”

- f. Add the following as paragraph 4.13:

“Within seven (7) business days of execution of the First Amendment to the Contract, COUNTY shall provide CONTRACTOR with the name(s), contact information, and electronic signature(s) of all Traffic Infraction Enforcement Officers that may approve and issue Notices of Violation and Uniform Traffic Citations.”



- g. Add the following as paragraph 4.14:

"CONTRACTOR shall provide, by first class mail, notification to the registered owner specifying the remedies available under s. 318.14 and that payment must be made or an affidavit furnished within 30 days following the date of notification."

10. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 5, SYSTEM REQUIREMENTS – FIELD EQUIPMENT, is hereby amended as follows:

- a. Delete the first paragraph in its entirety and replace it with the following:

"The system shall be in compliance with Laws of Florida 2010-80, as may be amended or recodified from time to time, and with PERFORMANCE SPECIFICATIONS RED LIGHT CAMERA SYSTEM MODULE prepared by the International Association of Chiefs of Police, February 20, 2008. Please see Attachment A to the Scope of Work/Services. However, if there is a conflict between Laws of Florida 2010-80 and PERFORMANCE SPECIFICATIONS RED LIGHT CAMERA SYSTEM MODULE, then the provisions of Laws of Florida 2010-80 shall prevail."

- b. Add the following as paragraph 5.11:

"In the event an installed camera system at an intersection approach is capturing less than an average of two (2) violations per day for three (3) consecutive months, through no fault of CONTRACTOR or COUNTY, at the sole discretion of the COUNTY, the CONTRACTOR shall remove the camera system entirely, or relocate the camera system to a new location mutually agreed to by the parties."

11. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 6, VIOLATION PROCESSING, is hereby amended as follows:

- a. Delete paragraph 6.5 in its entirety and replace it with the following:

"CONTRACTOR shall prepare and mail, by first class mail, a Notice of Violation for all chargeable violations to the registered vehicle owners or the owner of a leased vehicle, including a rental car company, within thirty (30) days of the violation."

- b. Delete paragraph 6.6 in its entirety and replace it with the following:

"CONTRACTOR shall prepare and mail, by certified mail (no return receipt), a Uniform Traffic Citation for any violations that remain unpaid thirty (30) days after the Notice of Violation issued in accordance with 6.5 above."

- c. Delete paragraph 6.7 in its entirety and replace it with the following:

"Violations for which registered owner data is available shall normally be issued within five (5) days after verification of the violation by a Traffic Infraction Enforcement Officer but, in no instance shall the violation be sent beyond thirty (30) days after the violation occurred."

- d. Delete paragraph 6.8 in its entirety. Paragraph 6.8.1 will become 6.8.

- e. Add the following as paragraph 6.8.1:

"If COUNTY elects to use the ATS lockbox or e-payment services, CONTRACTOR 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 COUNTY will be deposited in this account and transferred by wire the first business day of each week to the COUNTY's primary deposit bank. The COUNTY will identify the account to receive funds wired from U.S. bank. COUNTY shall complete and sign a W-9 and blocked account agreement, to ensure the COUNTY's financial interest in said U.S. Bank account is preserved."

- f. Delete paragraph 6.9 in its entirety.

- g. Delete paragraph 6.10 in its entirety and replace it with the following:

"CONTRACTOR shall make available a form of affidavit, approved by COUNTY, to be used by an owner who wishes to establish the existence of an exemption to a Notice of Violation or Uniform Traffic Citation as provided in Section 316.0083(1)(d)1 of the Florida Statutes, as may be amended or recodified from time to time."

- h. Add the following as paragraph 6.11:

"Axis™ VPS shall apply an electronic signature to a Notice of Violation or Uniform Traffic Citation, when authorized to do so by an approving Traffic Infraction Enforcement Officer."

- i. Add the following as paragraph 6.12:

"As part of its turnkey system, CONTRACTOR shall provide owners with the ability to view recorded images of violations involving their motor vehicles online. This online viewing system shall include a link to the CONTRACTOR's payment website(s) and may offer the opportunity to download a form of affidavit to establish an exemption under Section 316.0083(1)(d)1 of the Florida Statutes. Affidavits obtained online and



submitted in response to a Notice of Violation or Uniform Traffic Citation shall be directed to and processed by CONTRACTOR and communicated to COUNTY via the Aaxis™ system.”

- j. Add the following as paragraph 6.13:

“The Traffic Infraction Enforcement Officer(s) shall process each potential violation in accordance with State Law and/or County Ordinances within five (5) business days of its appearance in the Law Enforcement Review Queue, using Aaxis™ to determine which Violations will be issued as Notices of Violation.”

- k. Add the following as paragraph 6.14:

“If an owner who received a Notice of Violation fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d)2 of the Florida Statutes within the time period provided in Section 316.0083(1)(b)1.a. of the Florida Statutes, as may be amended or recodified from time to time, the issuance of a Uniform Traffic Citation will automatically occur based upon the prior Traffic Infraction Enforcement Officer’s approval of the Notice of Violation.”

- l. Add the following as paragraph 6.15:

“COUNTY shall provide CONTRACTOR with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with CONTRACTOR’s processes.

- m. Add the following as paragraph 6.16:

“The CONTRACTOR shall provide by electronic transmission a replica of the Traffic Citation data to the court having jurisdiction over the alleged violation or its traffic violations bureau within five (5) days after the date of issuance of the Traffic Citation to the violator.”

12. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 7, NOTICE OF INFRACTION, is re-named NOTICE OF VIOLATION with the remainder of the section unchanged.
13. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 9, IMAGE TRANSMISSION SECURITY AND DATA STORAGE, is hereby amended by deleting the reference to COUNTY and Code Enforcement policies

and procedures in paragraph 9.2 and replacing them with "Traffic Infraction Enforcement Officer".

14. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 10, PROGRAM IMPLEMENTATION, is hereby amended by deleting paragraph 10.1 and replacing it with the following:

"The program shall be implemented to be consistent with all the provisions of the Laws of Florida 2010-80 and Ordinance 2010-040, as both may be amended or recodified from time to time."

15. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 12, OPERATIONS AND PUBLIC AWARENESS, is hereby amended by deleting paragraph 12.3 in its entirety and replacing it with the following:

"CONTRACTOR shall provide training to the Traffic Infraction Enforcement Officers and/or the court having jurisdiction over the alleged offense on the function of the red light camera system. When required, the CONTRACTOR shall provide expert testimony."

16. All other provisions of said CONTRACT, dated July 21, 2009, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

17. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FIRST AMENDMENT shall not take effect until executed by the parties hereto.

**THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY**



IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Contract on the day and year above written.

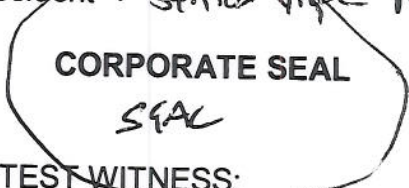
PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COMMISSIONERS CONTRACTOR:

BY: Karen T. Marcus, Chair

American Traffic Solutions, Inc.  
Company Name

BY: ~~James D. Tison~~ ~~President~~ Chris Parker Senior Vice President

SEAL



ATTEST:  
Sharon R. Bock, Clerk & Comptroller  
Circuit Court

ATTEST WITNESS:

BY: Patricia A Huddle  
Print Name

BY: Deputy Clerk

Patricia A Huddle  
Signature

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Cathy Stewart  
Print Name  
Cathy Stewart  
Signature

BY:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By County Attorney

**Attachment A to  
Amendment No. 1 to  
Contract No. 09-015/LJ**

**Ordinance 2010-040  
Red Light Camera Ordinance**



R 2009F1133

ATTACHMENT 2

**CONTRACT FOR  
RED LIGHT VIOLATION CAMERA  
AND CITATION SYSTEM  
(Contract No. 09-015/LJ)**

This Contract No. 09-015/LJ is made as of this        day of JUL 21 2009, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and ATS American Traffic Solutions, Inc., located at 7681 E. Gray Road, Scottsdale, Arizona, 85260, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR's responsibility under this Contract is to provide, install, administer, and service a red light violation camera and citation system to the Engineering Department, Traffic Division, in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated January 15, 2009, as amended by CONTRACTOR's BAFO response dated February 5, 2009, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Dan Weisberg, Director, Traffic Engineering, telephone number (561) 684-4026 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Greg Parks, Sr. Vice President, Business Development, telephone number (913) 575-2912.

**ARTICLE 2 - ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A; (2) the provisions of RFP No. 09-015/LJ and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated January 15, 2009, as amended by CONTRACTOR's BAFO response dated February 5, 2009; and (4) all other documents, if any, cited herein or incorporated herein by reference.

**ARTICLE 3 - SCHEDULE**

The CONTRACTOR shall commence services on July 22, 2009, and complete all services by July 21, 2012, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.



Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

#### **ARTICLE 4 - PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall be determined by utilizing the fees proposed by CONTRACTOR in BAFO Appendix A, Price Proposal Pages, Option A – Flat Fee per month per approach. During the initial 2-3 month test phase that will utilize three (3) camera sites, the CONTRACTOR will not be compensated.

The amount paid to CONTRACTOR shall come exclusively from the revenue collected from infractions. Should the total amount (monthly fees and per collected infraction fees) for any location in any month exceed the revenue collected for that location for that month, the total amount paid to the CONTRACTOR shall not exceed the collected revenue. Should the total amount for any location exceed the revenue for any month, but on subsequent month(s) the revenue exceeds the total amount for the subsequent month(s), the payment equal to those shortages will be made to the CONTRACTOR from the subsequent excess revenue from that location.

The CONTRACTOR will bill the COUNTY as provided, at the amounts set forth in Exhibit B, as amended by CONTRACTOR's BAFO response for services rendered toward the completion of the Scope of Work/Services as stated herein and attached hereto and made a part of this Contract.

The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.



fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractor's) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

#### **ARTICLE 8 - CRIMINAL HISTORY RECORDS CHECK**

The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR's employees or subcontractors are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

#### **ARTICLE 9 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.



## **ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 5 within three (3) years following final payment.

## **ARTICLE 6 - TERMINATION**

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

## **ARTICLE 7 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be



The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR incorporates Schedule 1 (participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value or percentage of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE subcontractors on Schedule 1 agreeing to perform the Contract at the listed dollar value or percentage.

The CONTRACTOR understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONTRACTOR understands that it is the responsibility of the department letting the Contract and Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

The CONTRACTOR further agrees to provide OSBA with a copy of the CONTRACTOR's contract with any SBE subcontractor or any other related documentation upon request.

The CONTRACTOR understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONTRACTOR understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide subcontractors quotations to other proposers or potential proposers.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13, and will allow the COUNTY to inspect such records.

#### **ARTICLE 10 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The



CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 11 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

#### **ARTICLE 12 - INSURANCE REQUIREMENTS**

It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa Juliano, Senior Buyer.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- a. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- b. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.



- c. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- d. **Professional Liability:** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- e. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- f. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- g. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to the COUNTY prior to the



expiration date of each and every insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage.

- h. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- i. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

### **ARTICLE 13 - INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action resulting from CONTRACTOR, its employees, agents, or officers negligent or willful or wanton acts or omissions of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of their performance of the terms of this Contract.

### **ARTICLE 14 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.



## **ARTICLE 15 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **ARTICLE 16 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

## **ARTICLE 17 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any



other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 18 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.



#### **ARTICLE 21 - CONTINGENT FEE**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 22 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

#### **ARTICLE 23 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

#### **ARTICLE 24 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 25 - SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 26 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on



the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 27 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 28 - NOTICE**

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director  
Purchasing, Palm Beach County  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415

With a copy to:

George Webb, County Engineer  
Engineering & Public Works Dept., Palm Beach County  
301 N. Olive Ave., 11th Floor  
West Palm Beach, FL 33401

If sent to the CONTRACTOR, notices shall be addressed to:

James D. Tuton, President  
ATS American Traffic Solutions, Inc.  
7681 E. Gray Rd.



**ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - Modifications of Work.

**ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS**

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ARTICLE 31 - LEGISLATION CHANGES**

The COUNTY and the CONTRACTOR shall have the right to terminate this Contract immediately upon written notice to the other if: (a) state or federal statutes are amended, or regulations or policies are adopted by agencies with jurisdiction, to prohibit or materially change the operation of traffic infraction detectors so as to make it impractical to operate the red light enforcement program, including without limitation, changes that would prohibit the red light enforcement program, or which would impose restrictions on revenues and uses that are contrary to the terms of this Contract; (b) any court of competent jurisdiction over County rules, or declares, that the County's red light enforcement program is invalid or results from the enforcement of photo red light enforcement are inadmissible in evidence, or otherwise renders a decision that makes it reasonably impractical to operate the red light enforcement program; (c) a determination by a court of competent jurisdiction or other applicable dispute that CONTRACTOR has infringed upon a third party's patent, trademark, copyright, trade secret or other intellectual property. COUNTY or CONTRACTOR shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the COUNTY and CONTRACTOR shall mutually agree, which agreement shall not be unreasonably withheld or delayed) of notice of termination to the non-causing party setting forth in reasonable detail the events of the cause for termination.

**ARTICLE 32 - LEGAL CHALLENGES**

The COUNTY and the CONTRACTOR recognize and acknowledge that red light violation camera systems may be subject to legal challenges and/or judicial review as a new or innovative program. It is understood and acknowledged that various aspects of the program may be challenged. In the event of a legal challenge to the program, CONTRACTOR shall bear all costs of the defense of same. Notwithstanding anything

above to the contrary, CONTRACTOR shall not be responsible for any legal challenges to the constitutionality of COUNTY's Red Light Camera Safety Ordinance (2008-013).

In the event that a court of competent jurisdiction of the State of Florida, including any of its agencies, orders or requires the COUNTY to return any payments made for infractions of the COUNTY ordinance, CONTRACTOR shall, at no additional charge, assist COUNTY to perform all relevant portions of any such order, decree, judgment, etc., required to be performed by the COUNTY including, but not limited to, assisting the COUNTY to locate each violator so that any ordered reimbursement may be made.

#### **ARTICLE 33 – AUTHORITY**

COUNTY hereby warrants and represents that it has all right, power and authority to execute and deliver this Contract and perform its obligations hereunder; provided that CONTRACTOR acknowledges that the initial program is premised on being consistent with the requirements and authority of state law, applicable attorney general opinions, and the COUNTY's ordinance, and COUNTY cannot and does not warrant the outcome of any judicial or legislative action that may be taken affecting these authorities subsequent to the execution of this Contract.

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Execution of this Contract by the Director of Purchasing is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

R 2009, 11 33 JUL 2 1 2009

PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
Kathleen M. Scarlett, Director

WITNESSES:

  
Signature

Linda Welsch  
Name (type or print)

BY:

  
Signature

Kerry Rasmussen  
Name (type or print)

CONTRACTOR:

ATS American Traffic Solutions, Inc.  
Company Name

  
Signature

Adam  
~~James B.~~ Tuton  
Typed Name

Executive Vice  
President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By

  
County Attorney