

3/16/2016

RESOLUTION NO. R-2016-23

**A RESOLUTION AUTHORIZING
EXECUTION OF A SECOND AMENDMENT TO
A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC
RELATIVE TO THE CONSTRUCTION AND OPERATION OF AN
AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM IN THE VILLAGE**

WHEREAS, in 2008, the President and Board of Trustees of the Village of Maywood (the "Village") entered into an agreement entitled "A Professional Services Agreement" ("Original Agreement") between American Traffic Solutions, LLC ("ATS") and the Village of Maywood, relative to the construction and operation by ATS of an automated traffic law enforcement system in the Village; and

WHEREAS, the President and Board of Trustees have previously approved an Amendment and Extension ("First Amendment and Extension") to said Original Agreement. That Amendment and Extension was entered into on April 16, 2013; and

WHEREAS, the Village and ATS have now agreed to a Second Amendment to Professional Services Agreement (the "Second Amendment") to said Original Agreement and First Amendment and Extension. A draft copy of the Second Amendment is attached hereto as **Exhibit "1"** and made a part hereof, and shall be replaced with a final version upon completion; and

WHEREAS, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the Second Amendment pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and find that entering into the Second Amendment is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood, subject to final agreement as to the terms and conditions thereof by the Village Manager and Village Attorney, approve the draft "Second Amendment to Professional Services Agreement" attached hereto as **Exhibit "1"** and made a

part hereof, and authorize and direct the President and Clerk of the Village of Maywood, or their designees, following the approval of the Village Manager and Village Attorney as to the terms and conditions therein, to execute the Second Amendment and such other documents as are necessary to fulfill the Village's obligations under the Second Amendment. Upon being finalized, the draft Second Amendment attached hereto shall be replaced with the final, approved version.

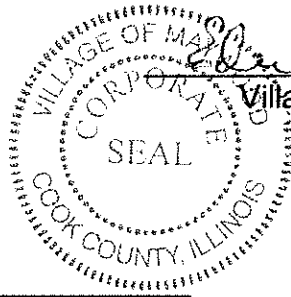
ADOPTED this 26th day of July, 2016, pursuant to a roll call vote as follows:

AYES: Trustee(s) I. Brandon, A. Dorris, M. Rogers, M. Lightford and R. Rivers

NAYS: Mayor Edwenna Perkins,

ABSENT: Trustee H. Yarbrough, Sr.

APPROVED by me as Village President, and attested by the Village Clerk, on this 28th day of July, 2016.



[Signature]

Village President

ATTEST:

[Signature]

Village Clerk

Date: 7/28/2016

EXHIBIT 1

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**BETWEEN
THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND
AMERICAN TRAFFIC SOLUTIONS, LLC RELATIVE TO
AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM**

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment (the "Second Amendment") is dated as of the date of the last party's execution hereof (the "Effective Date") and is entered into between American Traffic Solutions, LLC Inc. ("ATS"), a ~~Delaware~~Kansas corporation with its principal place of business at 1150 N. Alma School Rd. Mesa, AZ 85201 and the Village of Maywood, Illinois ("Customer"), an Illinois municipal corporation with principal offices at 40 Madison Street, Maywood, Illinois, 60153.

RECITALS

WHEREAS, on July 22, 2008, the Customer and American Traffic Solutions ("ATS"), entered into a Professional Services Agreement for the Customer's use of the Axis™ System to enforce traffic violations (the "Agreement"); and,

WHEREAS, on April 16, 2013, the Customer and ATS entered into that certain Amendment and Extension to Professional Services Agreement (the "First Amendment"); and,

WHEREAS, section 18 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and,

WHEREAS, the Customer and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, the Customer and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Following the Effective Date and in consideration of the terms and conditions of this Second Amendment, ATS hereby waives ~~all sums~~Three Hundred Forty Three Thousand Four Hundred Thirty Dollars and One Cent (\$343,430.01) owed by the Customer to ATS pursuant to the Agreement, as amended, for that period commencing from the beginning of time through the Effective Date.
3. Notwithstanding Schedule 1 of the Agreement, the Monthly Fee per Approach for all cameras shall be billed at a rate of \$4,250 (the "New Rate"). The New Rate shall be effective as of July 1, 2016 if this Second Amendment is executed by July 31, 2016; otherwise, the New Rate shall be effective as of the Effective Date for the Term of the Agreement, as amended.
4. In addition, Schedule 1 is further amended by removing the "Lockbox Payment Processing" fee. It is acknowledged and agreed that ATS is authorized to charge, collect and retain a convenience/service fee for each electronic payment processed that shall not exceed Six Dollars (\$6) for the term of the Agreement, as amended. Such fee is paid by the violator.
5. ATS shall from time to time remove equipment ATS installed in connection with ATS' performance of its obligations under this Agreement. Such removal shall include but not be limited to housings and Camera Systems (collectively the "Removed Equipment"). Poles, installed underground conduit, foundations, and other equipment shall not be removed, but shall transfer to the sole ownership and control of the Customer as of the date of ATS' removal of the Removed Equipment. Customer shall accept and observe any and all duties, obligations, or liabilities associated with the remaining poles, foundation, conduit, or other below-grade Infrastructure as of the date of removal of the Removed Equipment.
6. Section 4. TERM AND TERMINATION of the Agreement, which was subsequently amended pursuant to the terms set forth in the First Amendment, is hereby amended by deleting section 4(a) in its entirety and replacing it with the following:

- a. The term of this Agreement shall continue until the ~~date which is four (4) years after the first payable Citation from the last operational Camera System listed on Exhibit A~~ December 31, 2020. This Agreement shall be automatically extended for additional ~~five (5) year~~ three (3) year periods unless either Party provides written notice of its intent not to extend the Agreement at least ~~ninety (90) days~~ ninety-sixty (960) days prior to expiration of the then-current term.
7. The parties mutually agree to the list of new intersection approaches for the installation of Camera Systems attached hereto as Exhibit A and the Village agrees the execution of this Amendment shall be a Notice to Proceed for ATS to begin the installation of said Camera Systems subject to the conditions described in Exhibit A.
8. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Agreement and the First Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement or the First Amendment, the terms of this Second Amendment shall prevail and control.
9. The provisions of this Second Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Second Amendment are merged into this Second Amendment.
- 10 This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Second Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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

VILLAGE OF MAYWOOD, ILLINOIS

By:

Mayor or Village Manager

Date

ATTEST:

By:

Village Clerk

Date

AMERICAN TRAFFIC SOLUTIONS, LLC

By:

Elizabeth Caracciolo
SVP/GM,
Government Solutions

Date

APPROVED AS TO FORM

By:

Village Attorney

Date

EXHIBIT A

DESIGNATED INTERSECTIONS

Execution of this Amendment shall serve as written Notice to Proceed by Customer for the installation of Camera Systems for all intersections designated as follows:

<u>#</u>	<u>Direction</u>	<u>Street</u>	<u>Cross-Street</u>
1.	NB	1 st St.	Washington
2.	SB	1 st St.	Washington

ATS shall make reasonable efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

In addition, the following locations shall remain operational throughout the term of this Agreement, unless otherwise agreed to as set forth in the Amendment

<u>#</u>	<u>Direction</u>	<u>Street</u>	<u>Cross-Street</u>
1.	SB	1 st Ave.	Harrison St.
2.	SB	1 st Ave.	Chicago Ave.
3.	EB	9 th	St. Charles

Finally, the following locations shall be removed as set forth in the Amendment.

<u>#</u>	<u>Direction</u>	<u>Street</u>	<u>Cross-Street</u>
1.	SB	1 st Ave.	Roosevelt Rd
2.	NB	S. 9 th Ave.	St. Charles Rd.
3.	SB	S. 9 th Ave.	St. Charles Rd.
4.	EB	Madison St.	S. 9 th Ave.
5.	WB	St. Charles Rd.	S. 9 th Ave.

This program may be implemented at additional intersections. Implementation and installation of any Approach is subject to Site Selection Analysis and engineering results and must be mutually agreed to by the parties. Approaches may be selected based on Site Selection analysis, collision history, input, community safety, recommendations from Customer and engineering feasibility assessment.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, do hereby certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2016-23

**A RESOLUTION AUTHORIZING
EXECUTION OF A SECOND AMENDMENT TO
A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC
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which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 26th day of July, 2016, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 28th day of July, 2016.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

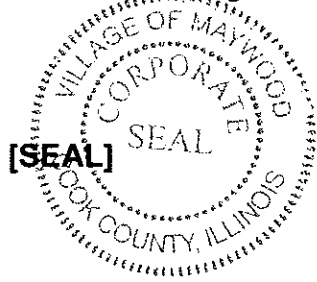
AYES: Trustee(s) I. Brandon, A. Dorris, M. Rogers, M. Lightford and
 R. Rivers

NAYS: Mayor Edwenna Perkins,

ABSENT: Trustee H. Yarbrough, Sr.

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 28th day of July, 2016.





Village Clerk