



**American Traffic Solutions**

480.368.0900 • Fax: 480.607.0901 • www.atsol.com • 14861 North Scottsdale Road • Suite 109 • Scottsdale, AZ 85254

062248

06-0567

June 6, 2006

Mr. Frank Rodriguez  
Purchasing Agent  
City of Houston  
City Hall Annex  
90 Bagby  
Houston, TX 77002

**Re: Amendment to ATS Agreement for a Photo Red Light Camera Enforcement System and Services**

Dear Mr. Rodriguez:

This letter is to confirm our agreement to modify the pricing terms of the above-referenced agreement. Specifically, Section 3.1 of Exhibit "G" should be modified to reflect a reduction in the monthly minimum of citations issued per month from 750 to 500. Section 3.1 should therefore be replaced with the following paragraph:

**3.1 Minimum Fee:**

*The minimum fee the City shall pay Contractor during the initial term shall be equal to the sum of the fixed fees for equipment and maintenance costs plus the monthly citation processing costs based on a systemwide average of 500 issued citations per month.*

Please feel free to contact me if you have any questions, or require further clarification.

Sincerely,

American Traffic Solutions, Inc.

James D. Tuton  
President

ats contract amendment no 1

ATTEST/SEAL:

*Cresswell*  
City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

*Bill White*  
Mayor

COUNTERSIGNED BY:

*Annise D. Parker*  
City Controller *Madeline P. Apple*

APPROVED AS TO FORM:

*Shon K. Hargrove*  
Sr. Assistant City Attorney  
L.D. File No.

DATE COUNTERSIGNED:

*6-28-06*

C 62248  
09-0461

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

**FIRST AMENDMENT TO THE AGREEMENT  
FOR A PHOTO RED LIGHT CAMERA ENFORCEMENT SYSTEM AND SERVICES**

This First Amendment ("First Amendment") to the Agreement For A Photo Red Light Camera Enforcement System And Services (the "Agreement") between the CITY OF HOUSTON, TEXAS (the "CITY"), a home rule city of the State of Texas, and AMERICAN TRAFFIC SOLUTIONS, INC. ("Contractor"), dated June 28, 2006, is made by and between the same parties on the date hereinafter last specified.

**WITNESSETH:**

WHEREAS, the CITY and Contractor entered into the Agreement on June 28, 2006; and

WHEREAS, the parties desire to extend the initial term of the Agreement through May 27, 2014; and

WHEREAS, in consideration of Contractor's agreement to such extension, the City will allow Contractor to recover a processing fee to be paid by persons for the convenience of making debit or credit card payments, including but not limited to online payments, of penalties pursuant to the City's Red Light Camera Program.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. **Definitions.** Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Agreement.
2. **Amendments.**
  - a. Section V "Term and Termination," Subsection A of the Agreement is hereby amended to read as follows:  
  
"This Agreement is effective on the amended Countersignature Date and remains in effect until May 27, 2014, and may be extended for one additional five-year period under the same terms and conditions thereafter upon written notice of renewal by the Director at least 30 days before the expiration of the then-current term to the extent permitted by law and subject to allocation of funds therefore by the City."  
  
Subsection B of the Agreement is stricken in its entirety.
  - b. Exhibit A, Section 2.B.1, Line 2 of the Agreement: "shall be non-invasive (above ground only), and" is deleted and replaced with "for".
  - c. Exhibit A, Section 2.B.1 of the Agreement, the sentence on Line 7 therein is hereby amended to read as follows: "Contractor may install its Equipment on existing traffic poles or on newly installed poles, or as provided in Exhibit A, Section 3, as amended below."

- d. Exhibit A, Section 2.D. of the Agreement, the first sentence therein is hereby amended to read as follows:

"At the Director's direction, Contractor shall use its ViMS units to monitor and measure Violation rates and perform traffic volume counts at Dummy sites or any City intersection at no additional cost to the City. The City's requests for these services will be limited to no more than ten (10) intersection location sites at one time and will be limited to only those locations where the City has intent to expand to or incorporate into its Red Light Camera Program. Subsequent requests for these services will only be made after a Notice to Proceed with construction has been made to the Contractor for the previous locations surveyed and approved for inclusion into the Red Light Camera Program by the Director. The final decision on the number and selection of new sites to be incorporated into the program will be made by the Director."

- e. Exhibit A, Section 3 of the Agreement is hereby amended to add the following sentences at the end thereof:

"On or after the effective date of this First Amendment, all new installations will utilize the most current and newest detection and recording equipment available. The Director must approve all equipment prior to any said installation."

- f. Exhibit G, Section 10., Subsection 4. Other Services in the Agreement is hereby amended to add a subsection d. as follows:

"d. Contractor may charge a processing fee that shall not exceed 2.33% of each debit or credit card payment transaction, including but not limited to online payments, made by the debit or credit card holder in settlement of penalty(ies) owed to the City. There shall be no cost to the City. Contractor shall withhold the applicable processing fees from the collections of payments made by the debit or credit card holders."

- g. Exhibit G, Section 11: The terms of Exhibit G, Section 11. in the Agreement continue to apply, but these terms shall be applied starting on June 29, 2011, instead of upon the City's election to exercise the five-year renewal option. These terms shall continue to apply if the Director exercises the renewal option set out in Section 2.a. of this First Amendment.

- h. Exhibit H, Section 2.6.2.9. on Line 4 of the Agreement, the following sentence is hereby inserted before the last sentence thereof:

"Contractor shall ensure that the original plate number is re-entered by a person other than the original data entry person to extract DMV vehicle information (i.e. double blind re-entry) prior to presenting event information to HPD for review."

- i. Exhibit M to the Agreement:

- i) The subtitle therein is hereby deleted in its entirety and replaced in its place as follows: "REPLACEMENT OF EQUIPMENT"

ii) The first sentence therein is hereby amended to read as follows:

"The Contractor may propose to replace installations that have reached the end of their useful life or upgrade to newer technology."

3. Entire Agreement. The provisions of this First Amendment and the provisions of the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control. Nothing contained in this First Amendment shall be construed in any way to limit or to waive the City's sovereign immunity. All other terms and conditions of the Agreement, except as amended in this First Amendment, shall continue in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment on the Countersignature Date of this First Amendment.

WITNESS:

By: Linda Welsch  
Name: Linda Welsch  
Title: Exec. Legal Asst.

(Contractor)  
AMERICAN TRAFFIC SOLUTIONS, INC.

By: AE  
ADAM E. TUTON,  
Executive Vice President  
TAX ID NO. 49-1114931

ATTEST/SEAL:

[Signature]  
City Secretary

CITY OF HOUSTON, TEXAS

Signed by: [Signature]  
Mayor [Signature]

APPROVED:

[Signature]  
Chief of Police, Houston Police Department

COUNTERSIGNED BY:

[Signature]  
City Controller [Signature]

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney  
L.D. File No. 0620600201002

DATE COUNTERSIGNED:

5-29-08