

**AMENDMENT ONE**  
to  
**AMENDED AND RESTATED AGREEMENT FOR  
AUTOMATED RED LIGHT ENFORCEMENT SYSTEM AND  
SERVICES**

**THIS AMENDEMENT ONE TO THE AMENDED AND RESTATED AGREEMENT FOR AUTOMATED RED LIGHT ENFORCEMENT SYSTEM AND SERVICES** (the "Amendment") is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **XEROX STATE & LOCAL SOLUTIONS, INC. formerly known as ACS State & Local Solutions, Inc.**, hereinafter called the "Contractor," duly authorized to conduct business in the State of Florida, located at 12410 Milestone Center Drive, Fourth Floor, Germantown, MD 20876.

**WHEREAS**, the County caused a public announcement to be made, distributed and published, requesting proposal (RFP #08-2728FL), for the selection of a provider of professional services in the manner set forth in the original Automated Red Light Enforcement System and Services Request for Proposal; and

**WHEREAS**, as the result of competitive negotiation procedures, the County and the Contractor entered into an Amended and Restated Agreement for Automated Red Light Enforcement System and Services dated September 15, 2012 (the "Agreement"); and

**WHEREAS**, the Florida Legislature enacted Chapter 201 0-80, Laws of Florida, the "Mark Wandall Traffic Safety Act," which amended Chapter 316, Florida Statutes, relating to the use of cameras for enforcing traffic laws effective July 1, 2010; and

**WHEREAS**, Section 316.0076, Florida Statutes, regulates the use of cameras for enforcing traffic laws to the state; and

**WHEREAS**, Section 316.008, Florida Statutes, authorizes counties to use traffic infraction detectors to enforce red light violations, subject to the requirements and procedures established in Section 316.0083, Florida Statutes; and

**WHEREAS**, the County and the Contractor desire to amend the Agreement to comply with legislative amendments to Chapter 316, Florida Statutes, enacted by the Florida Legislature in its 2013 Legislative Session.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt of which is

hereby acknowledged, the parties agree as follows:

**Article I  
CONSTRUCTION**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

**Article II  
AMENDMENT TO AGREEMENT**

**2.1 Amendment to Article 11, Covenants of the County.** The following subsection 11.G. is hereby added at the end of Article 11:

G. The COUNTY shall designate and provide hearing officers to carry out the functions required pursuant to Section 316.0083, Florida Statutes.

**2.2 Amendments to Section E of Scope of Services.** Section E of the Scope of Services attached as Attachment "A" to, and incorporated by reference in, the Agreement (the "Scope of Services") is hereby amended as follows:

A. The last sentence of the second paragraph is amended to read as follows (underlined text to be added, strike-through text to be deleted):

Pursuant to Section 316.0083, Florida Statutes, however, a Notice of Violation or Uniform Traffic Citation shall be issued only if a ~~County employee or~~ certified traffic enforcement officer finds that the driver is not making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible, and only in accordance with the requirements of Section 316.0083(1)(a), Florida Statutes.

B. The first sentence of the fifth paragraph is amended to read as follows (underlined text to be added, strike-through text to be deleted):

When payment has not been made within ~~thirty (30)~~sixty (60) days after the Notice of Violation and no exemption applies as provided in Section 316.0083, Florida Statutes, the Contractor shall prepare a potential Uniform Traffic Citation for review by a deputy sheriff pursuant to Section 316.0083(1)(c)1.a., Florida Statutes.

**2.3 Amendments to Section K of Scope of Services.** Section K of the Scope of Services

**K. Hearings**

Hearings for Notices of Violation shall be held before a County Hearing Officer. All Uniform Traffic Citations will be referred to the Manatee County Clerk of the Circuit Court for collection of amounts due and scheduling hearings in County Court. The Contractor will coordinate with the County, the County Hearing Officer, the Clerk of the Circuit Court and the Manatee County Sheriff's Office in the development and implementation of policies and procedures for Notice of Violation hearings and processing Uniform Traffic Citations.

A package for each hearing shall be available for download via the Contractor's system. The package will include the following:

1. Electronic image of the violation
2. Violation history report
3. Payment history
4. Scanned images of correspondence submitted by the violator
5. Uniform Traffic Citation and/or Notice of Violation as applicable
6. Evidence of certified mailing for Uniform Traffic Citations

The Contractor will provide, at no cost to the County, all background materials relating to the violations. The Contractor will provide in the initial implementation phase of the contract testimony (for hearing officer proceedings and court proceedings, as the case may be) from witnesses as necessary to build a foundation for acceptance of judicial notice of the court package materials. Contractor will provide the initial witness testimony for judicial notice recognition at no charge.

**2.4 Other Provisions Unaffected.** All provisions of the Agreement not expressly amended pursuant to this Article shall remain in full force and effect as set forth in the Agreement.

**Article III  
MISCELLANEOUS PROVISIONS**

**3.1 Validity.** After consultation with their respective legal counsel, the County and the Contractor each represents and warrants to the other its respective authority and power under Florida law to enter into this Amendment, acknowledges the validity and enforceability of this Amendment, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature with respect to this Amendment. The Contractor and the County each hereby represents, warrants and covenants to and with the other (i) that this Amendment has been validly approved by its respective governing body or authorized officer, and (ii) that this Amendment constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization,

execution and delivery hereof by the other party hereto).

**3.2 Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Amendment and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

**3.3 Headings.** The headings or captions of sections or paragraphs used in this Amendment are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Amendment.

**3.4 Severability.** The provisions of this Amendment are declared by the parties to be severable.

**3.5 Governing Law; Venue.** This Amendment shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Amendment shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

**IN WITNESS WHEREOF,** the parties have executed this Amendment by and through their duly authorized representatives, on the responsive dates below.

**XEROX STATE & LOCAL SOLUTIONS**

By: 

MARK J. TALBOT, SENIOR VICE PRESIDENT  
Print Name & Title of Above Signer

Date: 30 SEPT 13

**MANATEE COUNTY**

By: 

Melissa M. Wendel, CPPO  
Purchasing Official

Date: 22 OCT 2013

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**WHEREAS**, as the result of competitive negotiation procedures, the County and the Contractor entered into an Amended and Restated Agreement for Automated Red Light Enforcement System and Services dated September 15, 2012 (the "Agreement"); and

**WHEREAS**, the Florida Legislature enacted Chapter 2010-80, Laws of Florida, the "Mark Wandall Traffic Safety Act," which amended Chapter 316, Florida Statutes, relating to the use of cameras for enforcing traffic laws effective July 1, 2010; and

**WHEREAS**, Section 316.0076, Florida Statutes, regulates the use of cameras for enforcing traffic laws to the state; and

**WHEREAS**, Section 316.008, Florida Statutes, authorizes counties to use traffic infraction detectors to enforce red light violations, subject to the requirements and procedures established in Section 316.0083, Florida Statutes; and

**WHEREAS**, the County and the Contractor desire to amend the Agreement to comply with legislative amendments to Chapter 316, Florida Statutes, enacted Chapter 2013-160 by the Florida Legislature in its 2013 Legislative Session.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**Article I  
CONSTRUCTION**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

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- G. The COUNTY shall designate and provide hearing officers to carry out the functions required pursuant to Section 316.0083, Florida Statutes.

**2.2 Amendments to Section E of Scope of Services.** Section E of the Scope of Services attached as Attachment “A” to, and incorporated by reference in, the Agreement (the “Scope of Services”) is hereby amended as follows:

- A. The last sentence of the second paragraph is amended to read as follows:

Pursuant to Section 316.0083, Florida Statutes, however, a Notice of Violation or Uniform Traffic Citation shall be issued only if a certified traffic enforcement officer finds that the driver is not making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible, and only in accordance with the requirements of Section 316.0083(1)(a), Florida Statutes.

- B. The first sentence of the fifth paragraph is amended to read as follows:

When payment has not been made within sixty (60) days after the Notice of Violation and no exemption applies as provided in Section 316.0083, Florida Statutes, the Contractor shall prepare a potential Uniform Traffic Citation for review by a deputy sheriff pursuant to Section 316.0083(1)(c)1.a., Florida Statutes.

**2.3 Amendments to Section K of Scope of Services.** Section K of the Scope of Services is hereby amended as follows:

**K. Hearings**

Hearings for Notices of Violation shall be held before a County Special Magistrate. All Uniform Traffic Citations will be referred to the Manatee County Clerk of the Circuit Court for collection of amounts due and scheduling hearings in County Court. The Contractor will coordinate with the County, the County Special Magistrate, the Clerk of the Circuit Court and the Manatee County Sheriff's Office in the development and implementation of policies and procedures for Notice of Violation hearings and processing Uniform Traffic Citations.

A package for each hearing shall be available for download via the Contractor's system. The package will include the following:

1. Electronic image of the violation
2. Violation history report
3. Payment history
4. Scanned images of correspondence submitted by the violator
5. Uniform Traffic Citation and/or Notice of Violation as applicable
6. Evidence of certified mailing for Uniform Traffic Citations

The Contractor will provide, at no cost to the County, all background materials relating to the violations. The Contractor will provide in the initial implementation phase of the contract testimony (for hearing officer proceedings and court proceedings, as the case may be) from witnesses as necessary to build a foundation for acceptance of judicial notice of the court package materials. Contractor will provide the initial witness testimony for judicial notice recognition at no charge.

**2.4 Other Provisions Unaffected.** All provisions of the Agreement not expressly amended pursuant to this Article shall remain in full force and effect as set forth in the Agreement.

**Article III  
MISCELLANEOUS PROVISIONS**

**3.1 Validity.** After consultation with their respective legal counsel, the County and the Contractor each represents and warrants to the other its respective authority and power under Florida law to enter into this Amendment, acknowledges the validity and enforceability of this Amendment, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature with respect to this Amendment. The Contractor and the County each hereby represents, warrants and covenants to and with the other (i) that this Amendment has been validly approved by its respective governing body or authorized officer, and (ii) that this Amendment constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization,

execution and delivery hereof by the other party hereto).

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**IN WITNESS WHEREOF,** the parties have executed this Amendment by and through their duly authorized representatives, on the responsive dates below.

**XEROX STATE & LOCAL SOLUTIONS**

By: 

MARK J. TALBOT, SENIOR VICE PRESIDENT  
Print Name & Title of Above Signer

Date: 30 SEPT 13

**MANATEE COUNTY**

By: 

Melissa M. Wendel, CPPO  
Purchasing Official

Date: 22 OCT 2013



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Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - August 27, 2013

is hereby amended as follows (underlined text to be added, strike-through text to be deleted):

**K. Hearings**

\*All Uniform Traffic Citations will be referred to the Manatee County Clerk of the Circuit Court for collection of amounts due and scheduling hearings before County hearing officers or in County Court, as the case may be. The Contractor will coordinate with the County, the Clerk of the Circuit Court and the Manatee County Sheriff's Office in the development and implementation of policies and procedures for processing Uniform Traffic Citations.

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3. Payment history
4. Scanned images of correspondence submitted by the violator
5. Uniform Traffic Citation
6. Certified mail receipt

The Contractor will provide, at no cost to the County, all background materials relating to the violations. The Contractor will provide in the initial implementation phase of the contract ~~court~~ testimony (for hearing officer proceedings and court proceedings, as the case may be) from witnesses as necessary to build a foundation for acceptance of judicial notice of the court package materials. Contractor will provide the initial witness testimony for judicial notice recognition at no charge.

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October 22, 2013 - Regular Meeting  
Agenda Item #17

10/22/2013

**APPROVED IN OPEN SESSION**  
**BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY**

Subject

Amendment One to Amended & Restated Red Light Agreement

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

John Barnott, Director, Building and Development Services

941-748-4501 ext.3887

Action Requested

Authorize approval of Amendment One to Amended and Restated Agreement for Automated Red Light Enforcement System and Services Agreement with Xerox State and Local Solutions, Inc. (formerly known as ACS State and Local Solutions, Inc.), and authorize the County Administrator or his designee to execute the agreement.

Enabling/Regulating Authority

Manatee County Code of Law

Background Discussion

In September of 2012, the Board of County Commissioners entered into an amended and restated agreement for Automated Red Light Enforcement System and Services with Xerox State and Local Solutions, Inc., to enhance traffic signal violation enforcement in Manatee County.

During the 2013 session, the Florida Legislature enacted Chapter 2013-60, Laws of Florida, which provides that a person who receives a notice of violation has the right to request a hearing on the notice of violation before a local hearing officer, established procedures for a hearing before a local hearing officer, and defines a local hearing officer as the person designated by a county who is authorized to conduct hearings related to a notice of violation issued pursuant to Section 316.0083.

Due to these changes in State Law, on August 27, 2013, the Board of County Commissioners approved Amendment One to the Amended and Restated Agreement for Automated Red Light Enforcement System and Services. Following Board approval it was discovered that a scrivener's error had been made in Article 2.3 K of the Agreement. Therefore, Board approval is necessary to correct the administrative error so that the accurate Agreement is on record.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Mr. William Clague assisted in the drafting of Amendment One to the Amended and Restated Red Light Agreement.

Reviewing Attorney

N/A

Instructions to Board Records EMAILED 10/22/2013/nr Sent to Xerox Regular Mail 10/23/2013

Original to Board Records. Original to Xerox State & Local Solutions, Inc., Attn: Allen Shutt, Vice President of Operations, 12410 Milestone Center Drive, Fourth Floor, Germantown, MD 20876. PDF copy to Melissa Wendel ([melissa.wendel@mymanatee.org](mailto:melissa.wendel@mymanatee.org)), Purchasing Official, Purchasing Division.

Cost and Funds Source Account Number and Name

n/a

Amount and Frequency of Recurring Costs

n/a

Attachment: [BCC APPROVED AMENDMENT ONE.pdf](#)

Attachment: [CORRECTED AMENDMENT ONE .pdf](#)

# MEMORANDUM



County Administrator's Office  
1112 Manatee Avenue West  
Bradenton, FL 34205

MANATEE COUNTY  
FLORIDA

Phone: 941.745.3717  
Fax: 941.745.3790

**DATE:** October 22, 2013  
**TO:** Ed Hunzeker, County Administrator  
**FROM:** Diane Vollmer, Agenda Coordinator  
**SUBJECT:** AGENDA UPDATE FOR MEETING OF OCTOBER 22, 2013

*THIS MEMO AND THE CHANGES INDICATED BELOW ARE REFLECTED IN THE ELECTRONIC AGENDA (E-AGENDA)*

## CHANGES TO CONSENT AGENDA

### ADMINISTRATOR

9. **Manatee County Seal and Logo** – This item is being *deferred* to a later date.

### FINANCIAL MANAGEMENT

17. **Amendment One to Amended & Restated Red Light Agreement** – Page 3 of the Corrected Amendment One was replaced in the e-agenda to revise "...the County **Special Magistrate**..." to "the County **Hearing Officer**..." in Article 2.3, Section K.
20. **IFB #13-1527CD, Blackstone Park Expansion Site Work and Concession Building** – This item is being moved to the Regular Agenda.

## CHANGES TO ADVERTISED PUBLIC HEARINGS

### PROPERTY MANAGEMENT

36. **Resolution R-13-176, Elwood Park Subdivision, Road Right of Way Vacation, Public Hearing for Donald G. and Judith A. Browning located at 1804 45th Street Court East** – An Amended Affidavit Attesting to the Posting of the Public Notice Signage and Written Notifications was added to the e-agenda.

## ADDITIONS TO CONSENT AGENDA

The following agenda items are to be incorporated in, and considered a part of, the Consent Agenda as previously published in the agenda for this meeting of the Board of County Commissioners of Manatee County

### PROPERTY MANAGEMENT

45. **Tamiami Farms Subdivision, Platted Right-of-Way Vacation Request** – Request to adopt Resolution R-13-191 declaring a public hearing on November 5, 2013, for Carole Lynn Marler.

### BUILDING AND DEVELOPMENT SERVICES

46. **Final Plat – Rosedale Addition, Phase II** – Request to execute and record Final Subdivision Plat, Drainage and Grading Plan, and associated bonds and documents (as outlined in the e-agenda).