

**AMENDMENT TO
SERVICE AGREEMENT BY AND BETWEEN THE CITY
OF NEW CARROLLTON, MARYLAND AND
OPTOTRAFFIC LLC**

This AMENDMENT TO SERVICE AGREEMENT BY AND BETWEEN THE CITY OF NEW CARROLLTON, MARYLAND, a municipal corporation of the State of Maryland, (the "Client") AND OPTOTRAFFIC LLC ("Optotraffic") is entered into effective this 18 day of MAY, 2017 ("Amendment").

RECITALS

WHEREAS, Optotraffic, and Client entered into a Service Agreement dated November 2, 2009 (the "Agreement"); and

WHEREAS, at the time that the parties entered into the Agreement, the terms and provisions of the Agreement complied with Ann. Code of Md. Trans. Art. §21-809 (the "Statute"); and

WHEREAS, effective June 1, 2014, the Maryland General Assembly amended the Statute with regard to "restrictions on fee" of a contractor. Section 3, chs. 490 and 491, Acts 2014, further provided that "a local jurisdiction shall alter without penalty an obligation, a contract, or a contract right existing on May 31, 2014, to comply with the provisions of this Act by June 1, 2017;" and

WHEREAS, the parties acknowledge that based on changes in the Statute that an amendment to the Agreement is necessary; and

WHEREAS, the parties desire to amend the Agreement to reflect the changes in the Statute; and

WHEREAS, on January 1, 2012, Optotraffic became a limited liability corporation rather than a division of Sigma Space Corporation. As of January 1, 2012, Optotraffic, LLC ("Optotraffic") assumed all obligations and liabilities under the Agreement and has been performing the obligations of contractor under the Agreement and will continue to perform the obligations of Optotraffic, a Division of Sigma Space Corporation under the Agreement. Additionally, Optotraffic will perform its obligations under this Amendment to Service Agreement; and

WHEREAS, the parties desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment. All other terms of the Agreement shall remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated as operative provisions hereof as if fully set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENTS TO AGREEMENT

Paragraph 2.g. is deleted in its entirety. There is no replacement paragraph.

Paragraph 6. Paragraph 6 and Schedule A are replaced in their entirety with the following language:

Optotrafic Payments. In exchange for the provision of Services described in this Agreement, Client agrees to pay Optotrafic the Fees set forth in Schedule A attached hereto.

Distribution of Funds. As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Optotrafic will establish a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of citation payments, including credit card payments and returned check processing costs. Optotrafic shall pay the cost of bank charges associated with the Lockbox Account. On a monthly basis, commencing 60 days after enforcement begins, Client expressly authorizes Optotrafic to distribute to Client funds deposited net the Fees set forth in Schedule A. In the event that the lockbox funds are insufficient to satisfy the Fees, Client shall remain responsible for all unpaid Fees. If the fees paid to Optotrafic are found by a court of competent jurisdiction not to comply with the Statute, Client shall remain responsible for actual expenses incurred by Client under this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have affixed their signatures below:

OPTOTRAFFIC, LLC

THE CITY OF NEW CARROLLTON

By: 

By: 

Name: Thomas Boychard

Name: Andrew C. Henke

Title: Chief Executive Officer

Title: Mayor

Date: May 22, 2017

Date: May 22, 2017

SCHEDULE A

TO THE SERVICE AGREEMENT BY AND BETWEEN

THE CITY OF NEW CARROLLTON, PRINCE GEORGE'S COUNTY, MD

AND

OPTOTRAFFIC, LLC

Maryland Transportation Article:

§21-809.

(j) (2) If a contractor in any manner operates a speed monitoring system or administers or processes citations generated by a speed monitoring system on behalf of a local jurisdiction, the contractor's fee may not be contingent on a per-ticket basis on the number of citations issued or paid.

1. Service Location: enforcement zones as directed by CLIENT

2. Fee due to OPTOTRAFFIC: For the provisioning, deployment, maintenance & service of each Monitoring System, along with our full suite of back office processing services such as postage, printing, payment processing, court docket preparation, registration holds, customer service agents, etc. CLIENT shall pay OPTOTRAFFIC Fees as follows:

| Monitoring System | Monthly Rental | Preliminary Event Processing Fee |
|-------------------|----------------|----------------------------------|
| DragonCam | \$1 | \$12/Registration Lookup |
| Silver Hawk | \$1 | \$12/Registration Lookup |
| Trailer | \$1 | \$12/Registration Lookup |
| PAD Mounted | \$1 | \$12/Registration Lookup |

****CLIENT will not be charged for registration look ups made in error by OPTOTRAFFIC****

