

RESOLUTION NO. 2009- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND VITAL CHEK NETWORK, INC. TO PROVIDE FOR ROADSIDE COLLECTION OF FINES BY CREDIT CARD FOR COMMERCIAL VEHICLE VIOLATIONS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Third Amendment between the City of Pompano Beach and Vital Chek Network, Inc., a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Vital Chek Network, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2009.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

THIRD AMENDMENT

THIS IS A THIRD AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2009, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

VITAL CHEK NETWORK, INC., a Tennessee corporation, having its principal address at 1000 Alderman Drive, Drop 71-N, Alpharetta, Georgia 30005, hereinafter referred to as "VITAL CHEK."

WHEREAS, the parties entered into a Service Agreement for roadside collection of fines by credit card for commercial vehicle violations, a copy of said agreement adopted by Resolution No. 2006-313 is attached hereto and made a part hereof; and

WHEREAS, the Agreement and Resolution provided for a one-year term with a provision for annual renewals upon mutual agreement; and

WHEREAS, VITAL CHEK entered into a First Extension with CITY, adopted by Resolution No. 2007-260 and a Second Extension adopted by Resolution No. 2008-276, copies of which are attached hereto and made apart hereof.

WHEREAS, the parties desire to extend the term of the Agreement for an additional year;

NOW, THEREFORE, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement effective September 26, 2006, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending September 25, 2010.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Phyllis A. Korab, Interim City Manager

Attest:

Mary L. Chambers, City Clerk

(SEAL)

Approved by:

Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by **LAMAR FISHER** as Mayor, **PHYLLIS A. KORAB** as Interim City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"VITAL CHEK":

Witnesses:

Jody Separato
[Signature]

VITAL CHEK NETWORK, INC.

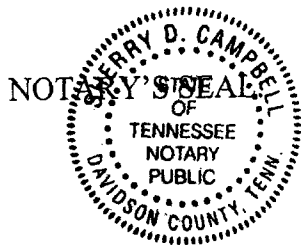
By: [Signature]
Signature

Jeffrey B. Piefke
Typed, Stamped or Printed Name

Vice President, General Manager
Title

STATE OF TN
COUNTY OF Williamson

The foregoing instrument was acknowledged before me this 20th day of July, 2009 by Jeffrey B. Piefke as Vice President of VITAL CHEK NETWORK, INC., on behalf of the corporation. He/She is personally known to me or who has produced _____ (type of identification) as identification.



Sherry D. Campbell
NOTARY PUBLIC, STATE OF TN

Sherry D. Campbell
(Name of Acknowledger Typed, Printed or Stamped)

N/A
Commission Number

GBL/jrm
7/15/09
l:agr/finance/2009-1595

**VITALCHEK NETWORK, INC.
SERVICE AGREEMENT**

THIS AGREEMENT made and entered into this 14th day of September, 2006, by and between VITALCHEK NETWORK, INC., a Tennessee Corporation, (hereinafter referred to as "VITALCHEK"), and CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, VITALCHEK is engaged in the business of providing a service which expedites the processing of citations issued to violators (hereinafter referred to as "CONSUMER") through credit card transactions and guaranteed daily settlement reconciliation with the CITY, (hereinafter referred to as the "SERVICE"); and

WHEREAS, CITY is desirous of installing the SERVICE and providing access to the SERVICE to the permitting public; and

WHEREAS, CITY has previously instituted commercial vehicle enforcement by passage of appropriate ordinances, and now desires to facilitate collection of fines for violations of said ordinances;

NOW, THEREFORE, in exchange for the mutual consideration set forth herein, VITALCHEK and CITY do hereby agree as follows:

1. The SERVICE shall consist of VITALCHEK providing its Internet-based program "WebPlus" at no cost to the CITY.

2. VITALCHEK shall, at its expense, make the SERVICE available to CONSUMERS who desire to use a credit card to pay citations for violations of CITY ordinances governing commercial vehicles.

3. VITALCHEK will, at its expense, install at mutually agreed upon facilities of CITY any hardware and/or software associated with and necessary to utilize the SERVICE.

4. VITALCHEK shall, at its expense, train and authorize appropriate personnel of CITY and its law enforcement agency in the use and operation of the hardware and/or software associated with the service.

5. VITALCHEK at no cost or charge to the CITY, will make payment to CITY in a full amount, equal to CITY'S charges, for all transactions VITALCHEK properly authorizes which are processed through the SERVICE. Such payments shall be made to the City's designated bank account, in a manner acceptable to both CITY and VITALCHECK, with such payments made on a daily basis. CITY shall not be liable for any credit card fees, charge backs, or other associated bad debt, and shall be entitled to full payment for all such approved transactions.

6. VITALCHEK will provide the SERVICE, including any hardware or software associated therewith, free of charge to CITY. Upon termination of this Agreement, CITY will promptly return to VITALCHEK any such hardware and/or software.

7. VITALCHEK will replace any malfunctioning hardware or software with equivalent items within forty-eight (48) hours of request from the CITY or its law enforcement agency. CITY shall promptly return any such malfunctioning items to VITALCHEK upon their replacement.

8. VITALCHEK will charge CONSUMER a mutually agreed upon handling fee for the use of the service, and will accept payment of such handling fee through the use of a valid

Mastercard, Visa, American Express or Discover credit card, or by any other means that might be acceptable to VITALCHEK and CITY. VITALCHEK agrees and warrants that any such handling fee shall be in accordance with all Federal and Florida laws governing such transactions.

9. VITALCHEK shall furnish reports with full accounting of all transactions including payments and handling fees, to City's Finance Department, on a monthly basis no later than ten (10) days following the end of any month. VITALCHEK shall, in addition, provide complete and timely responses to all inquiries from the CITY with respect to any financial transactions.

10. This Agreement shall be effective as of the date first set forth above and shall continue in effect for a period of one year. Thereafter, this Agreement may be renewed for successive one year periods. Either party desiring to terminate this Agreement prior to the expiration of the then existing term, may do so by written notice not less than sixty (60) days prior to the expiration of said term.

11. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

13. VITALCHEK, to the extent permitted by law, agrees to indemnify and hold harmless the CITY, its Commissioners, employees, agents, and law enforcement agency from any and all claims, or causes of action arising from the provision of the SERVICE to the CITY and its agents.

14. Any notice required under the terms of this Service Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given.

Addresses of the parties are as follows:

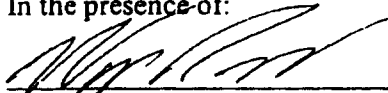
FOR CITY: C. William Hargett, City Manager
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

FOR VITALCHEK: VitalChek Network
Stephen Greer
National Account Executive
6 Cadillac Drive-Suite 400
Brentwood, Tennessee 37027

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,
the day and year first above written.

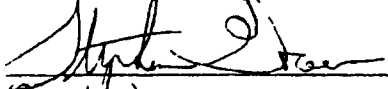
VITALCHEK NETWORK, INC.

Signed, sealed and delivered
In the presence of:



(Signature)
WAYNE PARR

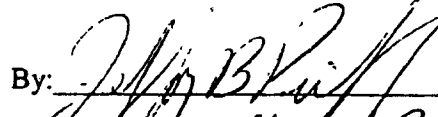
(Print, Stamp or Type Name)



(Signature)
Stephen Greer

(Print, Stamp or Type Name)

VITALCHEK NETWORK, INC.

By: 

Print Name: Jeffrey B Pietke

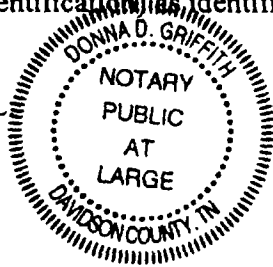
Title: VP & Genl Mgr

STATE OF TENNESSEE
COUNTY OF DAVIDSON: _____ :

The foregoing instrument was acknowledged before me this 14th day of September, 2006 by Jeffrey B Pietke as VP & General Manager of VITALCHEK NETWORK, INC.

He/she is personally known to me or who has produced Tennessee Drivers License
(type of identification) as identification.

NOTARY'S SEAL



Donna D. Griffith
NOTARY PUBLIC, STATE OF TENNESSEE
Donna D. Griffith MY COMMISSION EXPIRES: JANUARY 27, 2007
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

CITY:

CITY OF POMPANO BEACH

Witnesses:

Elizabeth Taborda
(Signature)

Elizabeth Taborda
(Print, Stamp or Type Name)

Shelley R. Bartholomew
(Signature)

Shelley R. Bartholomew
(Print, Stamp or Type Name)

By:

John C. Rayson
JOHN C. RAYSON, MAYOR

By:

C. William Hargett, Jr.
C. WILLIAM HARGETT, JR.
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

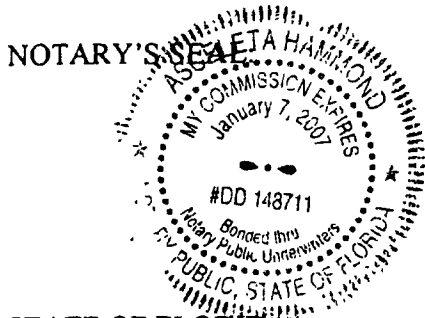
(SEAL)

Approved by:

Gordon B. Linn
GORDON B. LINN, ESQ.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 4th day of October, 2006 by JOHN C. RAYSON as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



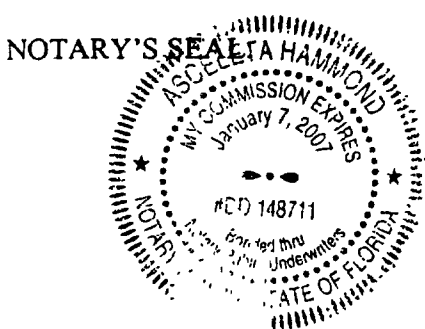
Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA
Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of October, 2006 by ~~WILLIAM HARGETT, JR.~~ T. C. BARADUAX as ~~City Manager~~ Asst. City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA
Asceleta Hammond

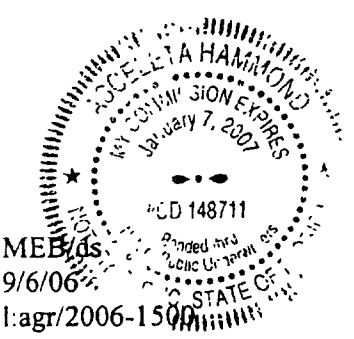
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of October, 2006 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA
Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

RESOLUTION NO. 2008-276

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, FOR A SECOND ONE-YEAR EXTENSION OF THE EXISTING SERVICE AGREEMENT BETWEEN VITALCHEK NETWORK, INC. AND THE CITY OF POMPANO BEACH TO PROVIDE FOR ROADSIDE COLLECTION OF FINES BY CREDIT CARD FOR COMMERCIAL VEHICLE VIOLATIONS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That on September 26, 2006, a Service Agreement for a term of one year between Vitalchek Network, Inc. and the City of Pompano Beach, for roadside collection of fines by credit card for commercial vehicle violations, a copy of which Service Agreement is attached hereto and incorporated by reference as if set forth in full, was approved by the City Commission.

SECTION 2. That said Agreement provided for extension of the Agreement for one-year periods.

SECTION 3. That the City desires to renew such Agreement for a one-year period.

SECTION 4. That the City Commission hereby authorizes a second extension of the Service Agreement between Vitalchek Network, Inc. and the City of Pompano Beach for a one-year period.


SECTION 5. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of September, 2008.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

MEB/ds
8/22/08
l:reso/2008-272

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, EXTENDING FOR ONE YEAR, THE EXISTING SERVICE AGREEMENT BETWEEN VITALCHEK NETWORK, INC. AND THE CITY OF POMPANO BEACH TO PROVIDE FOR ROADSIDE COLLECTION OF FINES BY CREDIT CARD FOR COMMERCIAL VEHICLE VIOLATIONS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That on September 26, 2006, a Service Agreement for a term of one year between Vitalchek Network, Inc. and the City of Pompano Beach, for roadside collection of fines by credit card for commercial vehicle violations, a copy of which Service Agreement is attached hereto and incorporated by reference as if set forth in full, was approved by the City Commission.

SECTION 2. That said Agreement provided for extension of the Agreement for one-year periods.

SECTION 3. That the City desires to renew such Agreement for a one-year period.

SECTION 4. That the City Commission hereby authorizes the extension of the Service Agreement between Vitalchek Network, Inc. and the City of Pompano Beach for a one-year period.

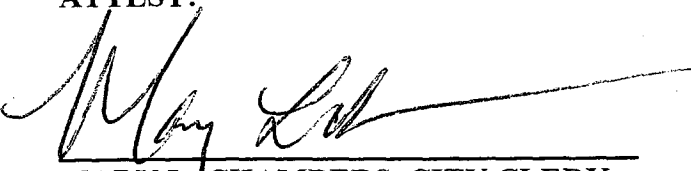
SECTION 5. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 11th day of September, 2007.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

MEB/ds
8/9/07
l:reso/2007-279