

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("Amendment") is dated effective this 3 day of June, 2019 (the "Effective Date") and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), a Kansas corporation duly registered under the laws of the State of Florida to do business in Florida, with its principal place of business at 1150 N. Alma School Road, Mesa, Arizona 85201, and the City of Doral, Florida ("Customer" or "City"), a municipal corporation of the State of Florida (each individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, on June 20, 2017, the Customer and Verra Mobility entered into a Professional Services Agreement (the "Agreement"); and

WHEREAS, Section 16. of the Agreement provides the Parties may extend terms or modify conditions, including scope of services, of the Agreement by duly executed written amendments; and

WHEREAS, the Parties desire to extend the term of the Agreement and modify certain conditions, including the scope of services and fees for said services, in the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, the Customer and Verra Mobility hereby agree as set forth below:

1. **Term.** Consistent with the Standard Professional Services Agreement entered into on June 20, 2017, the term of this Agreement is extended through June 20, 2022.
2. **Current Camera System Upgrades and Reduced Monthly Service Fees.** Verra Mobility will provide upgrades to the installed Camera Systems video, including the provision of ATS Live™ ("Enhanced Video Services" as described in Section 3. of this Amendment below) to existing locations currently serviced by Verra Mobility (see "Attachment A" to this Amendment below). Verra Mobility agrees to install its latest Enhanced Video Services technology on all installed Camera Systems within the Customer locations currently serviced by Verra Mobility, unless prohibited by FDOT, Miami-Dade County or the Customer, or the Customer and Verra Mobility mutually agree an upgrade is not necessary. Verra Mobility agrees to perform the aforementioned upgrades at its own cost, except for any costs related to Customer's responsibilities in Section 3. of this Amendment below. Customer understands all upgrades or new installations are contingent on all permits and approvals being issued by the appropriate agency and on a construction feasibility analysis. Customer will assist Verra Mobility with obtaining all necessary permits and approvals. Verra Mobility and Customer agree to perform their responsibilities in accordance with the Project Schedule in Attachment A to this Amendment.

Additionally, Verra Mobility agrees to reduce its monthly Service Fee as stated in Section 1.0 of Exhibit A "Service Fee Schedule" of the Agreement to \$4,000 per Camera System per month for all Camera Systems installed and for any expansion Camera Systems installed as mutually agreed to by the Parties. This monthly fee shall continue to be subject to the Flexible Payment Plan as described in Section 5. of the Agreement. All other fees in the Agreement, including the certified mail processing surcharge, shall remain the same and unchanged. This pricing reduction will begin on the first day of the first month immediately following the execution of this Amendment.

3. **Enhanced Video Services.** For all locations where a Camera System is installed and all approvals and permits from the appropriate government agency are obtained, Verra Mobility agrees to make available to Customer such video enhancements that permit Customer to perform remote video retrieval and video streaming. For those locations where an FDOT permit was required for the installation of a Camera

System, Verra Mobility will provide the Enhanced Video Services when the Customer obtains an FDOT permit for the use of such services. Verra Mobility agrees to provide the Enhanced Video Services at no additional cost to the Customer.

3.1 The Parties agree that the Enhanced Video Services shall be subject to the following provisions:

- i. Historical video is stored at the Camera site for a time period of at least 30 days pursuant to the Customer's direction to retain the video for the period specified in the State of Florida General Records Schedule GS1-SL, Section 302, after which time the video is overwritten.
- ii. Requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request.
- iii. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by law for said video file. Customer agrees that since the requested video file is not required by Verra Mobility to continue to perform the service outlined in this Agreement, the video file and any resulting public records shall be transferred to Customer prior to the termination of the Agreement and Customer shall serve as the records custodian for any said public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Service, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video beyond maintaining public records consistent with the records retention schedule specified by the Customer in the Agreement and the Customer's business rules questionnaire (BRQ).
- iv. Video file requests from historical video are limited to 30 minutes. If additional footage is required, additional requests may be made by Customer.
- v. To avoid unintended data usage charges, streaming video is limited to 10-minute sessions. After 10 minutes, users will be prompted to reconnect. A banner advising the user the session has timed out and how to re-start the streaming video will be promptly displayed.
- vi. Customer understands they are solely responsible for complying with all laws regarding the use of video gathered through any Enhanced Video Services and shall hold harmless Verra Mobility from any claim of Customer's misuse of the Enhanced Video Services.

4. **Indemnification and Insurance.** Subsection 11.1 "Indemnification by ATS" is hereby modified by adding the following sub-subsection:

"11.1(a) **Limited Duty to Defend and Indemnify.** In the event the City is required to defend any third-party claim(s), demand(s), or cause(s) of action for any actual loss made by an individual receiving one of the 1,693 Uniform Traffic Citations issued between January 22, 2018 and March 26, 2018 that contained an incorrect fine amount of \$251 instead of \$277, to the extent such claims seek recovery of amounts paid or owed due solely to the incorrect fine amount printed on the UTC, ("UTC Claims"), the City shall have the option to defend at its own expense, or have Verra Mobility provide the defense. If the City opts to have Verra Mobility provide the City's defense, then, subject to the limitations set forth in this sub-subsection 11.1(a), Verra Mobility shall assume control of the defense and, in connection with such defense, shall select counsel for such defense, in each case at its expense, provided that Verra Mobility must select qualified counsel with demonstrable experience defending claims of the type to be defended. Verra Mobility agrees to indemnify the City for any actual loss from the UTC Claims up to an aggregate amount of \$100,000 (one hundred thousand dollars), excluding the cost of any defense provided pursuant to this

sub-subsection 11.1(a). The City will not consent to the entry of judgment or enter into any settlement with respect to the UTC Claims for which it is seeking defense or indemnity under this sub-section 11.1(a) without the written consent of Verra Mobility. Nothing in this sub sub-subsection 11.1(a) is intended to be or shall be construed to be a waiver of the right to sovereign immunity under the law as more particularly set forth in Florida Statutes Section 768.28 as to both Parties. Nor shall Verra Mobility's duty hereunder constitute or be construed as an admission of any wrong doing or liability. In addition to this limited duty to defend and indemnify, the parties reserve all rights to seek a remedy in law and equity for any UTC Claims."

5. **Agency.** Section 19. "Limited Agency" of the Agreement is deleted in its entirety and replaced with the following:

"19. Limited Agency:

Verra Mobility shall act as a limited agent of the Customer solely for purposes of (i) opening and maintaining bank accounts; (ii) access to DMV records; (iii) generating and administratively processing recorded images of Events as described in this Agreement and the business rules questionnaire. Employees, contractors, agents and servants of Verra Mobility shall in no event be considered to be employees, agents (other than in the limited capacity described herein), contractors or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer."

6. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the Parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
7. This 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 Amendment on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Amendment.

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

CITY OF DORAL, FLORIDA

Signature: 

Name/Title: City Manager

Date: June 3, 2019

AMERICAN TRAFFIC SOLUTIONS, INC.

Signature: 

Name/Title: David Roberts, President & CEO

Date: 5-24-2019

ATTACHMENT A

Project Schedule

Site ID	Physical System address	Upgrades	Upgrade Completion Date*
DO01	NB NW 87th Ave @ NW 36th St / Doral Blvd	HD Video / ATS Live	2 weeks
DO02	EB NW 36th St / Doral Blvd @ NW 87th Ave	HD Video / ATS Live	2 weeks
DO03	WB NW 36th St / Doral Blvd @ NW 87th Ave	HD Video / ATS Live	2 weeks
DO04	SB NW 79th Ave @ NW 36th St / Doral Blvd	HD Video / ATS Live	2 weeks
DO05	EB NW 36th St / Doral Blvd @ NW 79th Ave	HD Video / ATS Live	3 weeks
DO06	WB NW 36th St / Doral Blvd @ NW 79th Ave	HD Video / ATS Live	3 weeks
DO07	NB NW 97Ave @NW 41 Ave/Doral Blvd	HD Video / ATS Live	3 weeks
DO08	SB NW 97th Ave @ NW 41st Ave / Doral Blvd	HD Video / ATS Live	3 weeks
DO09	WB NW 41st Ave / Doral Blvd @ NW 97th Ave	HD Video / ATS Live	4 weeks
DO10	EB NW 41st Ave / Doral Blvd @ NW 107th Ave	HD Video / ATS Live	4 weeks
DO11	WB NW 41st Ave / Doral Blvd @ NW 107th Ave	HD Video / ATS Live	4 weeks

*Upgrade completion timeframes begin on either the execution date of this Amendment or the date all required permits for the site are issued, whichever is later. Verra Mobility will provide assistance to the Customer with any required permitting process and Customer shall bear the cost of any and all required permits.

Execution of this Amendment shall be a notice to proceed by the Customer to Verra Mobility to begin the Camera System Upgrades on the systems listed in this Attachment A as contemplated by this Amendment.