

**FOURTH AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment (“Fourth Amendment”) is effective as of the final date of execution hereof and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1150 N. Alma School Rd, Mesa, Arizona 85201 and the City of New Port Richey, FL (“City”), a municipal corporation of the State of Florida.

**RECITALS**

WHEREAS, on October 5, 2010, the City and Verra Mobility entered into a Professional Services Agreement, which was amended on September 4, 2013 (“First Amendment”), June 21, 2016 (“Second Amendment”), and June 20, 2017 (“Third Amendment”) (with the October 5, 2010 Agreement and the First, Second and Third Amendments, collectively, referred to herein as “the Agreement”); and

WHEREAS, on October 5, 2010 the City and Verra Mobility entered into Professional Services Agreement (the “Agreement”) to provide Automated Traffic Enforcement Systems; and

WHEREAS, on September 4, 2013, the parties executed a First Amendment to the Agreement; and

WHEREAS, on June 21, 2016, the parties executed a Second Amendment to the Agreement; and

WHEREAS, on June 20, 2017, the parties executed a Third Amendment to the Agreement; and

WHEREAS, Section 15 of the Agreement requires any change, addition, deletion, extension or modification of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and Verra Mobility mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

**TERMS AND CONDITIONS**

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Fourth Amendment, the City and Verra Mobility do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Section 3.1 of Article II “General Terms and Conditions” is hereby amended to extend the Term of the Agreement an additional three (3) years to June 20, 2022.
3. Section 1.0 of Exhibit A of the Agreement is hereby amended to strike the following language and requirement, as was added by the Third Amendment to the Agreement, from the Agreement:

~~At the City’s request, ATS will contribute \$3,000 per each additional year of the Term of the Agreement towards the City’s Traffic Safety Awareness Campaign to further the City’s goal of enhancing traffic safety and reducing dangerous driving. The City has agreed to apply these funds to the uses outlined in its letter dated \_\_\_\_\_ in furtherance of this public safety purpose.~~

4. Section 1.0 of Exhibit A of the Agreement is hereby further amended to reflect pricing of \$4,000 per Camera per month regardless of the number of monitored lanes. Except for the new fee per Camera

per month as stated in this Section 4. of the Fourth Amendment, all other terms of Section 1 of Exhibit A of the Agreement shall remain the same and unchanged.

5. **Public Records.** Section 9. “Confidential Information” of the Agreement is hereby revised to include the following subsections:

“9.1 Public Records.

Verra Mobility shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that Verra Mobility and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, Verra Mobility shall:

- (i) Keep and maintain public records required by the City to perform the services provided hereunder.
- (ii) Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (iv) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of Verra Mobility or keep and maintain public records required by the City to perform the service. If Verra Mobility transfers all public records to the City upon completion of the Agreement, Verra Mobility shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, Verra Mobility shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.
- (v) If Verra Mobility fails to comply with the requirements in this Section 9.1, the City may enforce these provisions in accordance with the terms of this Agreement. If Verra Mobility fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF VERRA MOBILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VERRA MOBILITY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, VERRA MOBILITY SHOULD CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS: \_\_\_\_\_, BY TELEPHONE (\_\_\_\_\_), E-MAIL (\_\_\_\_\_) OR MAIL (\_\_\_\_\_).”

6. Except as expressly amended by the terms of this Fourth Amendment, all terms of the Agreement shall remain the same and in full force and effect. In the event of a conflict between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall prevail and control.

7. The provisions of the Agreement, as amended by the First, Second, Third, and Fourth Amendments, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
8. This Fourth 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
9. Each party represents and warrants that the representative signing this Fourth Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Fourth Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment.

**CITY OF NEW PORT RICHEY, FL      AMERICAN TRAFFIC SOLUTIONS, INC.**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney