

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Fifth Amendment (“Fifth Amendment”) to the Professional Services Agreement 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”), June 20, 2017 (“Third Amendment”), and June 6, 2019 (“Fourth Amendment”) (with the October 5, 2010 Agreement and the First, Second, Third Amendments, and Fourth Amendment collectively, referred to herein as “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 Fifth 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, 2025. The City may extend the Term for two (2) additional two (2) year periods (each a Renewal Term) by providing written notice to Verra Mobility not less than sixty (60) days prior to the expiration date of the Term or the first Renewal Term. Verra Mobility shall have thirty (30) days after receipt of said written notice from the City to provide the City written notice of Verra Mobility’s desire not to renew the Term or Renewal Term and if such written notice is timely sent to the City the Agreement shall terminate within 30 days of the date the written notice from Verra Mobility is received by the City.
3. Section 1.0 of Exhibit A of the Agreement is hereby amended to reflect “Lane based pricing”, effective September 1, 2022 as follows:

“Lane based pricing

(Plus certified mail processing surcharge of \$5 per piece metered for mailing Uniform Traffic Citations no return receipt)

Monthly Fee per Camera

- For 1-4 lanes

\$3,800”

Except for the amended fees above, all other terms of Section 1 of Exhibit A of the Agreement shall remain the same and unchanged.

4. To assist the City further with its goal of enhancing traffic safety and reducing dangerous driving Verra Mobility agrees to provide the City a one-time credit of \$10,000 on its September 2022 invoice. The City has agreed to use this one-time credit towards the purchase of two mobile speed sentry trailers.
5. Section 11 of Article II "Indemnification and Insurance" is hereby amended to add the following paragraph at the end of this section and subsections: "In no event shall either party be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement".
6. Except as expressly amended by the terms of this Fifth 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 Fifth Amendment and the Agreement, the terms of this Fifth Amendment shall prevail and control.
7. The provisions of the Agreement, as amended by this Fifth Amendment comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
8. This Fifth 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 Fifth Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Fifth Amendment.

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

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

By: _____ By:  _____

Name: _____ Name: Jonathan Baldwin

Title: _____ Title: EVP, Government Solutions

Date: _____ Date: 8/1/2022

APPROVED AS TO FORM

By: _____ Date: _____
City Attorney