

**Resolution No. 2024.08.76**

**RESOLUTION OF CITY COUNCIL OF CITY OF MIDFIELD,  
ALABAMA APPROVING THE SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
AMERICA TRAFFIC SOLUTIONS, INC. D/B/A VERA  
MOBILITY AND THE CITY OF MIDFIELD, ALABAMA**

Whereas, on or about October 10, 2021, the city of Midfield and Vera Mobility entered into a Professional Service Agreement for the City to use certain equipment and BOS to enforce traffic violations; and

Whereas, the parties are desirous of amending the Agreement to continue the operation of the red-light safety camera system and fixed safety camera system; and

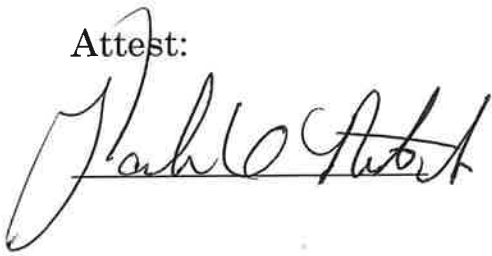
Whereas, the city needs to upgrade the camera systems, add one new location for Red Light Safety Cameras, and add four (4) Fixed Speed Safety Camera Systems; and

Whereas, the proposed SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is hereto attached as Exhibit A hereto; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Midfield, Alabama does hereby approve of the Second Amendment to Professional Services Agreement and further authorizes the Mayor to execute said SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

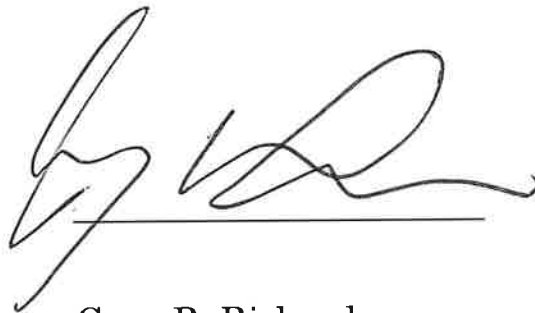
Approved this 25th day of March 2024.

Attest:



Falencia Ratcliff

City Clerk



Gary R. Richardson,

Mayor

EXHIBIT A

SECOND AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT

**SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment (“Second Amendment”) is effective upon the date last signed (“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 Alabama to do business in Alabama, with its principal place of business at 1150 N. Alma School Road, Mesa, Arizona 85201, and the City of Midfield, Alabama (Customer), a municipal corporation of the State of Georgia (each individually a Party and collectively the Parties).

**RECITALS**

WHEREAS, on, or about, October 10, 2011, the Customer and Verra Mobility entered into a Professional Services Agreement for the Customer’s use of certain equipment and a BOS to enforce traffic violations (the “Agreement”); and

WHEREAS, Section 14 of the Agreement provides that the Parties may change, modify, or extend terms, conditions or covenants of the Agreement by duly executed written amendments; and

WHEREAS, the Customer and Verra Mobility both parties are desirous of amending the Agreement to continue the operation of red light safety camera systems and fixed speed safety camera systems; and

WHEREAS, the Parties desire to extend the term of the Agreement and modify certain conditions, including the scope of services, in the Agreement; and

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

1. The above recitals are true and correct and are incorporated herein.
2. **Term.** The Customer hereby agrees to extend the term of the Agreement for an additional five (5) years from the effective date of this Amendment, and upon mutual written agreement, may be renewed for three (3) additional three (3) year terms upon the same terms and conditions. The services to be performed under this Contract shall commence on the Effective Date. If a Camera System is installed subsequent to the Effective Date of this Second Amendment, the term of the Agreement shall be extended for five (5) years from the date of the first payable notice of violation from the last installed Camera System. Upgrades of Camera Systems at the same location are not considered new installations and will not extend the term of the Agreement.
3. **Camera System Upgrades.** Verra Mobility will upgrade all the Customer’s existing Red Light Safety Camera Systems to Halo 3/Halo 3 Lite Camera Systems and will add (one) 1 new location for a Red Light Safety Camera System. Each Red Light Safety Camera System will have Enhanced Video Services. Verra Mobility agrees to perform the aforementioned upgrades at its own cost. The upgraded Red Light Camera System fee shall set to \$35 per paid Citation. Customer is also adding four (4) Fixed Speed Safety Camera Systems with the fee set to \$35 per paid Citation. 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 terms of this Agreement.

4. Schedule 1, Service Fee Schedule, is hereby amended to add the following pricing elements with the following:

**Schedule 1**  
Service Fee Schedule

Product Description	Fee
<b>Existing Red Light Safety Camera System</b> – fee until upgraded.	1 <sup>st</sup> Tier Fee (1-100) \$55.41 per paid Citation 2 <sup>nd</sup> Tier Fee (101+) \$23.32 per paid Citation
<b>Upgraded or New Red Light Safety Camera System</b> – the parties shall mutually agree on the number of Camera Systems to be installed.	\$35 per paid Citation
<b>Fixed Speed Safety Camera System</b> – the parties shall mutually agree on the number of Camera Systems to be installed.	\$35 per paid Citation
<b>Certified Mailing Fee</b> - mailing of any notices by certified mail shall be paid by the Customer at the actual cost of such mailing and will be billed per unit as published by the US Postal Service.	Actual cost per unit as published by the US Postal Service
<b>Video Retrieval Fee:</b> Verra Mobility shall retrieve up to one (1) video per week at no cost to Customer. <b>Note:</b> Customer shall have unlimited ability to self-retrieve video at no cost to Customer through the Enhanced Video Services.	For all additional video retrievals, the fee is \$10.00 each.
<b>Service Fees:</b> All service Fees per Camera System above includes all costs required and associated with a Camera System installation, routine maintenance, use of Back-office System for back-office operations and reporting, Event processing services, DMV records access, first class mailing of Citations with return envelope, first class mailing of second notice (as needed), lockbox and epayment processing ( excluding user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees), IVR call center support for general Program questions and public awareness Program support.	

5. Section 21 is hereby added to the Agreement as follows:

21. ADDITIONAL SERVICES

21.1 ENHANCED VIDEO SERVICES

21.1.1 Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval, Approach (“Enhanced Video Services”), known as Verra Mobility Live™. Customer is responsible for and will pay for any of its data storage costs or other usage-based costs that it may incur in connection with its use of the Enhanced Video Services. Customer agrees to comply with all Laws with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

21.1.2 Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. 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 the video file. Customer agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the Customer prior to the termination of the Agreement and the Customer shall serve as the records custodian for any 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 Services, 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 obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than Customer.

21.1.3 Customer hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer's use of the Enhanced Video Services; (b) Customer's misuse of or failure to maintain the security of the data access through the Enhanced Video Services; (c) Customer's violation of any Laws; and (d) any breach of this Agreement by Customer related to Customer's use of the Enhanced Video Services.

21.1.4 Customer agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes; if additional footage is required, additional requests may be made by Customer.

6. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall prevail and control.
7. The provisions of this Second Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Second Amendment are merged into this Second Amendment.

8. This Second 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 Second Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Second Amendment.

**CITY OF MIDFIELD, AL**

**AMERICAN TRAFFIC SOLUTIONS, INC.  
d/b/a VERRA MOBILITY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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

Attest:

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

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

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

Approved as to form and correctness:

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

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

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

**EXHIBIT A**  
**FORM OF NOTICE TO PROCEED**

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and City of Midfield (“City”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

City hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that City has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by City, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by City shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)
NB AARON ARONOV DR / WEIBEL DR @ BESSEMER SUPER HWY	RLC	1
SB AARON ARONOV DR / WEIBEL DR @ BESSEMER SUPER HWY	RLC	1
SB BY WILLIAMS SR DR @ WOODWARD RD	RLC	1
SB BESSEMER SUPER HWY/ US 11/ SR 7/ SR 5 @ WOODWARD RD	RLC	1
SB BESSEMER SUPER HWY/ US 11/ SR 7/ SR 5 @ SPRINGWOOD ST	RLC	1
EB BESSEMER SUPERHWY / US 11 / SR 5 @ WILKESRD / CAIRO AVE	RLC	1
WB 100 BLOCK WOODWARD RD (MIDFIELD ELEMENTARY)	Fixed Speed	1
EB 200 BLOCK WOODWARD RD (MIDFIELD ELEMENTARY)	Fixed Speed	1
WB 700 BESSEMER SUPER HIGHWAY	Fixed Speed	1
NB 1000 BLOCK WOOD WARD RD	Fixed Speed	1

City understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

City recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. City agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra



Mobility reserves the right to bill City for any upfront costs associated with the Approaches listed above in the event City elects to cancel or suspend the installation.

IN WITNESS WHEREOF, City has executed this Notice to Proceed as of the date written below.

CITY OF MIDFIELD, AL

By: 

Name: GARY RICHARDSON Date

Title: MAYOR

7/22/24

AMERICAN TRAFFIC SOLUTIONS, INC.

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

Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_