

RESOLUTION NO. R-2020-48

**A RESOLUTION AUTHORIZING
EXECUTION OF A THIRD AMENDMENT TO
A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC, NOW KNOWN AS
VERRA MOBILITY CORP., RELATIVE TO THE CONTINUED OPERATION OF AN
AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM IN THE VILLAGE**

WHEREAS, in 2008, the President and Board of Trustees of the Village of Maywood (the "Village") entered into an agreement entitled "A Professional Services Agreement" ("Original Agreement") between American Traffic Solutions, LLC ("ATS") and the Village of Maywood, relative to the construction and operation by ATS of an automated traffic law enforcement system in the Village; and

WHEREAS, the President and Board of Trustees have previously approved an Amendment and Extension ("First Amendment and Extension") to said Original Agreement. That Amendment and Extension was entered into on April 16, 2013; and

WHEREAS, the President and Board of Trustees have previously approved a Second Amendment and Extension ("Second Amendment and Extension") to said Original Agreement. That Second Amendment and Extension was entered into on August 24, 2016; and

WHEREAS, the Village and ATS have now agreed to a Third Amendment to Professional Services Agreement (the "Third Amendment") to said Original Agreement and First and Second Amendment and Extension. A copy of the Third Amendment is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the Third Amendment pursuant to their home rule powers and intergovernmental cooperation powers set forth at Article VII, Sections 6 and 10 of the 1970 Illinois Constitution and the applicable provisions of the Illinois Municipal Code (65 ILCS 5), and find that entering into the Third Amendment is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the "Third Amendment to Professional Services Agreement" attached hereto as **Exhibit "1"** and made a part hereof, in order for ATS to continue to provide red-light camera services for the Village, subject to the terms and conditions contained in the Agreement. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager,

or his/her designee, to execute and deliver the final version of the attached Third Amendment, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct the Village President, the Village Manager, the Village Finance Director, the Village Treasurer, the Village Clerk and/or the Village Attorney, or their designees, to execute such instruments and other documents and pay all costs that are necessary to fulfill the Village's obligations under the Third Amendment. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed originals or certified copies of this Resolution and the Third Amendment to all parties that are entitled to receive such documents.

SECTION 4: This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 1st day of December, 2020, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

NAYS: None

ABSENT: None

APPROVED this 1st day of December, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Date: _____

EXHIBIT 1

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND
AMERICAN TRAFFIC SOLUTIONS, LLC, NOW KNOWN AS VERRA MOBILITY CORP., RELATIVE TO
CONTINUED OPERATION OF AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM**

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment (the "Third Amendment") is dated as of the date of the last party's execution hereof (the "Effective Date") and is entered into between American Traffic Solutions, Inc., now known as Verra Mobility Corp. ("ATS"), an Arizona corporation with its principal place of business at 1150 N. Alma School Rd. Mesa, AZ 85201 and the Village of Maywood, Illinois ("Customer"), an Illinois municipal corporation with principal offices at 40 Madison Street, Maywood, Illinois, 60153.

RECITALS

WHEREAS, on July 22, 2008, the Customer and American Traffic Solutions ("ATS"), entered into a Professional Services Agreement for the Customer's use of the AxisTM System to enforce traffic violations (the "Agreement"); and

WHEREAS, on April 16, 2013, the Customer and ATS entered into an Amendment and Extension to Professional Services Agreement (the "First Amendment"); and

WHEREAS, on August 24, 2016, the Customer and ATS entered into a Second Amendment to Professional Services Agreement (the "Second Amendment"); and

WHEREAS, the Village of Maywood has indicated it is not willing to renew the Agreement for an additional three (3) years at this time, but would instead be willing to extend the Agreement for a single one (1) year term at this time, and ATS has indicated its willingness to enter into an amendment that would change the term consistent with the Village's proposal; and

WHEREAS, Section 18 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and,

WHEREAS, the Customer and ATS 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 Amendment, the Customer and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Section 4. TERM AND TERMINATION of the Agreement, which was subsequently amended pursuant to the terms set forth in the First Amendment and Second Amendment, is hereby amended by deleting section 4(a) in its entirety and replacing it with the following:
 - a. The term of this Agreement shall continue until December 31, 2021. This Agreement may be extended for an additional term of a year or years, and upon the same or revised other terms and conditions, following negotiation, mutual agreement of the Parties, and approval by the Parties of an additional amendment prior to December 31, 2021.
3. Except as expressly amended or modified by the terms of this Third Amendment, all terms of the Agreement and the First Amendment and Second Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Third Amendment and the Agreement or the First Amendment or Second Amendment, the terms of this Third Amendment shall prevail and control.
4. The provisions of this Third 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 Third Amendment are merged into this Third Amendment.

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

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

VILLAGE OF MAYWOOD, ILLINOIS

By:

Mayor or Village Manager

Date

ATTEST:

By:

Village Clerk

Date

AMERICAN TRAFFIC SOLUTIONS, LLC, NOW KNOWN AS VERRA MOBILITY CORP.

By:

Garrett Miller
SVP/GM,
Government Solutions

Date

APPROVED AS TO FORM

By:

Village Attorney

Date

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2020-48

**A RESOLUTION AUTHORIZING
EXECUTION OF A THIRD AMENDMENT TO
A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC, NOW KNOWN AS
VERRA MOBILITY CORP., RELATIVE TO THE CONTINUED OPERATION OF AN
AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM IN THE VILLAGE**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 1st day of December, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 1st day of December, 2020.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 2nd day of December, 2020.

Viola Mims, Village Clerk

[SEAL]