

RESOLUTION NO. R-2021-54

**A RESOLUTION AUTHORIZING
EXECUTION OF A FOURTH 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" ("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 (the "System") in the Village and to set forth the cost sharing arrangement between the Parties relative to the operation and maintenance of the System; and

WHEREAS, the President and Board of Trustees have previously approved several amendments to the Agreement consisting of: (a) a First Amendment to the Agreement ("First Amendment") entered into on April 16, 2013; (b) a Second Amendment to the Agreement ("Second Amendment") entered into on August 24, 2016; and (c) a Third Amendment to the Agreement ("Third Amendment") entered into on December 8, 2020; and

WHEREAS, the Village and ATS have now agreed to enter into a one (1) year term extension of the Agreement, as described in the attached Fourth Amendment to the Agreement (the "Fourth Amendment"), for purposes of having ATS perform the same services on the same financial terms and conditions set forth in the Agreement, as amended. A copy of the Fourth 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 Fourth 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 Fourth Amendment is in the best interests of the Village, its residents, businesses and the public.

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 "Fourth 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 Fourth 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 Fourth 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 duplicate originals or certified copies of this Resolution and the Fourth 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 14th day of December, 2021, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED this 14th day of December, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Date: December 14, 2021.

Exhibit "1"

**FOURTH 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**

(attached)

**FOURTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment (the "Fourth 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 North Alma School Road, Mesa, Arizona 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, the Parties have previously approved several amendments to the Agreement consisting of: (a) a First Amendment to the Agreement ("First Amendment") entered into on April 16, 2013; (b) a Second Amendment to the Agreement ("Second Amendment") entered into on August 24, 2016; and (c) a Third Amendment to the Agreement ("Third Amendment") entered into on December 8, 2020 (collectively the "Previous Amendments"); 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 (AMENDMENT) 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 and the exchange of financial consideration as contained in this Fourth Amendment, the sufficiency of which is acknowledged, the Customer and ATS 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 Previous Amendments, is further 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, 2022. 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, 2022.
3. Except as expressly amended or modified by the terms of this Fourth Amendment, all terms of the Agreement and the Previous Amendments shall remain in full force and effect. In the event of a conflict between the terms of this Fourth Amendment and the Agreement or any of the Previous Amendments, the terms of this Fourth Amendment shall prevail and control.

4. The provisions of this Fourth 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 Fourth Amendment are merged into this Fourth Amendment.
5. 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. 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 Amendment.

VILLAGE OF MAYWOOD, ILLINOIS

By:

Mayor Nathaniel George Booker

Date

ATTEST:

By:

Village Clerk Gwaine Dianne Williams

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, Gwaine Dianne Williams,, 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:

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THE VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC, NOW KNOWN AS
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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 14th day of December, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 14th day of December, 2021.

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 Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

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 15th day of December, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]