



City Clerk Document No. _____

City Council Meeting Date: March 25, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
PHOTO ENFORCEMENT
CITY OF CHANDLER AGREEMENT NO. PD5-961-3521**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and American Traffic Solutions, Inc. dba Verra Mobility, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made March 3, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for the photo enforcement program (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2016 through March 31, 2021, with the option of up to one five-year extension; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for five years.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B attached hereto and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$2,500,000.
3. Section 5, Term is amended to read as follows: The Agreement is extended for a five-year period, April 1, 2021 through March 31, 2026.

4. Section 7, Support is amended to include the following:
7.3 Expert witnesses will be provided by Contractor as reasonably necessary to establish the accuracy, calibration, maintenance, repair records, technical operations, and effectiveness of the Contractor's equipment and systems for contested citations. After presentation of such testimony, the City may request additional testimony from a Contractor expert witness for challenges beyond standard violation complaint appearances. Testimony by all Contractor witnesses will be provided at no additional cost to the City.
5. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By:  _____

Its: Executive Vice President, Government Solutions

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

REVISED EXHIBIT B
PRICE PAGE

Payment Billing

Payment to the Contractor for service provided shall be made for all actionable activations occurring the previous 30 days. An actionable activation is an activation where the images of the driver and license plate are identifiable for court purposes and the driver's gender/age matches the registered owner's or the nomination protocol for rental or business owned vehicles has produced a person who's gender/age matches the image. All instances where the gender/age of the registered owner and the driver appear to match will be considered actionable even if this is later shown to be false.

The City will not be responsible for payment to the Contractor for any image, which is determined by the Contract Administrator to not be an actionable activation.

Price per Actionable Activation: \$20.75

