

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** June 16, 2025

**RE:** **Fourth Amendment to Professional Services Agreement with American Traffic Solutions, Inc. d/b/a Verra Mobility for School Zone Speed Safety Enforcement Cameras, Red Light Cameras and Automatic License Plate Reader Cameras**

Attached for your consideration is a Fourth Amendment to the Professional Services Agreement with American Traffic Solutions, Inc. d/b/a Verra Mobility (Verra), the City's existing red light camera vendor and provider of Automatic License Plate Reader (ALPR) cameras. On July 1, 2023, Chapter 2023-174 of the Laws of Florida went into effect authorizing counties and municipalities to enforce school zone speeding violations in excess of ten (10) miles over the posted speed limit through the use of speed detection systems as a means of providing supplemental enforcement to reduce speeding in school zones that constitute a heightened safety risk through the adoption of an ordinance. Accordingly, the City Commission subsequently adopted Ordinance No. 6090 on June 2, 2025, implementing the City's School Zone Speed Safety Enforcement program.

The City is now seeking to enter into this Fourth Amendment with Verra to procure and install fourteen (14) fixed speed safety camera systems or "speed detection systems" in specified school zones that the City has determined constitute a heightened safety risk warranting additional enforcement measures based on the consideration of relevant traffic data and other supporting evidence. Those fourteen (14) locations are identified as follows:

School	Direction	Block
Lincoln Academy	Eastbound	900 W. 10 <sup>th</sup> St.
Lincoln Academy	Westbound	712 W. 10 <sup>th</sup> St.
Crystal Lake Elementary/Crystal Lake Middle	Eastbound	2237 N. Crystal Lake Dr.
Crystal Lake Elementary/Crystal Lake Middle	Westbound	2272 N. Crystal Lake Dr.
Crystal Lake Elementary/Crystal Lake Middle	Eastbound	2236 S. Crystal Lake Dr.
Crystal Lake Elementary/Crystal Lake Middle	Westbound	2238 S. Crystal Lake Dr.

Philip O'Brien Elementary	Northbound	508 Bartow Rd./US 98
Philip O'Brien Elementary	Southbound	337 Bartow Rd./US 98
Southwest Middle	Southbound	2417 S. Lincoln Ave.
North Lakeland Elementary	Westbound	225 W. Robson St.
North Lakeland Elementary	Eastbound	510 W. Robson St.
Lakeland High School	Northbound	821 Hollingsworth Rd.
Lakeland Highlands Middle	Eastbound	868 Lake Miriam Dr.
Sleepy Hill Elementary	Westbound	2315 Sleepy Hill Rd.

The City's Purchasing Department has determined Verra to be a sole source vendor for the procurement and installation of the speed detection systems in the aforementioned school zones based on Verra's compatibility and interoperability of the City's existing system with Verra for the use of red light cameras. The fee for the new fixed speed safety camera systems in the school zones will be based on a 35% revenue share model. The statutory fine for violations is \$100.00, with \$60.00 allocated to the City. Based on the 35% revenue share model, out of the \$60.00 allocated to the City, Verra will receive 35% (\$21.00) of each paid citation and the City will retain the remaining 65% (\$39.00). The administrative cost for the speed detection systems in the school zones will be funded from revenue generated from the City's portion of the fine collected for each violation, with the exception of Verra's fee, which will be paid out of Verra's \$21.00 portion.

This Fourth Amendment with Vera also seeks to add eight (8) new red light cameras. There are currently (19) existing red light cameras at twelve (12) intersections operating within the City limits. The eight (8) additional red light cameras would be installed at the following locations based on traffic crash data from 2020 through 2024, which was presented at the Vision Zero Workshop.

1. Memorial Boulevard at Brunnell Parkway
2. Florida Ave at George Jenkins Blvd.
3. MLK Jr Ave at George Jenkins Blvd.
4. Memorial Blvd at N. Florida Ave.
5. Bartow Road at New Jersey Rd.
6. Bartow Road at E. Orange Street
7. Kathleen Rd at 14th Street
8. Massachusetts Ave at E. Parker Street

The monthly service fee per for fifteen (15) of the existing installed red light cameras will be \$3,800.00 per camera, which is a reduction from the current rate of \$4,250.00 per camera, per month. The monthly service fee for four (4) of the red light cameras that already are receiving a discounted rate will remain unchanged at \$2,375.00 per camera,

per month. The eight (8) new red light cameras will be installed for a monthly service fee of \$3,800.00 per camera, per month.

In addition, Verra will also provide the City with 8 ALPR cameras through its subcontractor, Flock Group, Inc. (Flock), for use by the Lakeland Police Department (LPD) to leverage technology to assist in deterring and reducing crime throughout the City. The fee for the ALPR cameras is \$250.00 per camera, per month. There is also an additional one-time \$350.00 per ALPR camera (\$2,800.00 total for the 8 cameras) installation cost for the pole, design, construction, permitting, electrical conduit, electrical connections and professional installation services. LPD is requesting eight (8) ALPR cameras pursuant to this Fourth Amendment for a total yearly cost of \$24,000.00 or \$120,000.00 over the five (5) year term of the Agreement. The cost for the ALPR cameras pursuant to this Fourth Amendment will be funded from the revenue generated by the City's Red Light Camera Program.

The existing term of the Agreement will also be extended for a period of five (5) years, commencing June 16, 2025, upon City Commission approval. Thereafter, the Agreement may be renewed for two (2) additional consecutive two (2) year terms upon mutual written agreement of the parties. Except as otherwise set forth in this Fourth Amendment all other terms and conditions of the Agreement, and subsequent amendments thereto, shall remain in full force and effect.

It is recommended that the City Commission approve the attached Fourth Amendment to the Professional Services Agreement with Verra and City staff's request for the procurement and installation of fourteen (14) speed detection systems for the designated school zones, the purchase and installation of eight (8) new red light cameras and the purchase of eight (8) ALPR cameras, as well as authorize the appropriate City officials to execute all corresponding documents.

Attachment

## **FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment ("Fourth Amendment") is dated this 16<sup>th</sup> day of June, 2025 (Effective Date) 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 Road, Mesa, Arizona 85201, and the City of Lakeland, Florida ("City"), a municipal corporation of the State of Florida (each individually a "Party" and collectively the "Parties").

### **RECITALS**

WHEREAS, on November 28, 2012, the City and Verra Mobility entered into a Professional Services Agreement (the "Original Agreement"); and

WHEREAS, on August 5, 2013, the Parties executed a First Amendment to the Agreement; and

WHEREAS, on March 29, 2018, the Parties executed a Second Amendment to the Agreement; and

WHEREAS, on October 2, 2023, the Parties executed a Third Amendment to the Agreement (the Original Agreement together with the First Amendment, Second Amendment, Third Amendment, and as amended by this Fourth Amendment the "Agreement"); and

WHEREAS, Section 15 of the Agreement provides the Parties may extend terms or modify conditions, including scope of services, of the Agreement by duly executed written amendments; and

WHEREAS, the Parties desire to extend the term of the Agreement and modify certain conditions, including the scope of services, including Exhibits thereto, and fees for said services, in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Verra Mobility agree as follows:

### **TERMS AND CONDITIONS**

1. **Definitions.** As used in this Fourth Amendment, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

**“Citation”:** A citation, notice of violation, notice of infraction, notice of liability or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in the Axis or other Verra Mobility provided back-office system.

**“Fixed Speed Safety Camera System”:** A Camera System that uses radar, or other vehicle detection technology, to capture the speed of a motor vehicle and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

**“Paid Citation”:** A situation where the Person cited has paid any portion of the penalty, fine, funds, fees or costs associated with the particular Citation.

**“Photo Enforcement Infrastructure”:** The poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

**“Program Revenue”:** Any gross penalty, fine, funds, fees or costs paid by a violator for any reason related to any Violation.

**“Red Light Safety Camera System”:** A Camera System that uses vehicle detection technology to capture a vehicle traversing a red light traffic signal and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

**“System”:** A Camera System and the related Photo Enforcement Infrastructure.

2. **Term.** The City and Verra Mobility hereby agree to extend the term of the Agreement for five (5) years commencing on June 16, 2025. This Agreement may be extended for two (2) additional consecutive two (2) year terms thereafter upon mutual written agreement of the Parties, provided any such renewal term is exercised at least one hundred twenty (120) days prior to the expiration of the then current term. However, City may terminate this Agreement at its sole discretion for any reason by providing written notice of its intent to terminate the Agreement upon sixty (60) days prior written notice subject to the termination provisions set forth in Section 6 of this Fourth Amendment.
3. **Fourteen (14) new Fixed Speed Safety Camera Systems and eight (8) new Red Light Safety Camera Systems.** Verra Mobility agrees to procure and install up to fourteen (14) new Fixed Speed Safety Camera Systems and eight (8) new Red Light Safety Camera Systems (collectively, the “New Camera Systems”). City will assist Verra Mobility with obtaining all necessary permits, approvals and power. All Approaches shall be mutually agreed to in writing through a Notice to Proceed in substantially the same form attached here to as **Exhibit G** of this Agreement.
4. **Service Fee Schedule.** Verra Mobility agrees to reduce the monthly Service Fee for the existing fifteen (15) Red Light Safety Camera Systems to \$3,800 during the term of the Agreement and any renewal thereof. The monthly Service Fee for the four (4)

Red Light Safety Camera Systems currently receiving a discounted Fee of \$2,375 per Camera System per month shall remain unchanged during the term of the Agreement and any renewal thereof. Eight (8) new Red Light Safety Camera Systems will be installed at the monthly Service Fee of \$3,800 during the term of the Agreement and any renewal thereof. Fourteen (14) Fixed Speed Safety Camera Systems will be installed with a 35% revenue share model based on Paid Citations. All other fees, including the certified mail processing surcharge shall remain the same and unchanged. **Exhibit A**, Section 1.0 to the Agreement, is hereby deleted in its entirety and replaced with **Exhibit A**, Section 1.0 attached to this Fourth Amendment.

5. **ALPR Cameras.** Pursuant to terms and conditions found in **Exhibit F** "ALPR CAMERAS" of the Third Amendment, which is fully incorporated into this Fourth Amendment, Verra Mobility, through the City's current ALPR provider, Flock Group, Inc. ("Flock"), shall provide the City solar-powered ALPR Cameras at the following monthly fee during the term of the Agreement and any renewal thereof:

\$250 fee per **ALPR** Camera per month

The Monthly fee includes ALPR Camera, Mounting Hardware, **SIM** Card, Cellular Service, Battery, Solar Panel, Unlimited Backoffice Users, Maintenance, and Warranty. The monthly fee excludes a \$350 one-time, per camera, cost for 12' Flock pole, and any costs for design, construction, permitting, electrical conduit, electrician services, electrical connections, bucket truck rental, professional installation services, and applicable taxes.

The number of ALPR Cameras provided *shall* be mutually agreed to in writing through a Notice to Proceed in substantially the same form as that found in **Exhibit G-1** of this Fourth Amendment. Verra Mobility is only providing the ALPR Cameras "as is" and is not responsible for providing the Flock back-office subscription to the City, which the City has already procured directly from Flock. City will ensure Verra Mobility, as a third-party beneficiary, has the ability to enforce the provisions of the End User License Agreement (EULA) executed on May 22, 2021, by and between City and Flock, including any amendments thereto, as set forth in **Exhibit F-2** of the Third Amendment, which is fully incorporated into this Fourth Amendment.

6. **Termination.** For New Camera Systems, under Subsection 14.1 (iii) of the Agreement, the start date of the sixty (60) month amortization schedule for the early termination fee as specified in Subsection 14.1 (iii) shall begin for each New Camera System on the first day of the first month immediately following the installation of each of the New Camera Systems. For New Camera Systems, Section 14.1(iii) is amended such that the City shall pay Verra Mobility an early termination fee based on an amount of \$157,000 per New Camera System amortized over sixty (60) months on a straight-line basis as detailed in **Exhibit H** of this Fourth Amendment. The

amortization schedule for all other Camera Systems installed prior to the Effective Date of this Fourth Amendment shall remain unchanged.

7. The provisions of the Agreement, as amended by 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. Except as expressly amended or modified by the terms of this Fourth Amendment, all terms of the Agreement and subsequent amendments thereto shall remain in full force and effect. In the event of a conflict between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall prevail and control.
8. 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.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment on the day and year first written above.

AMERICAN TRAFFIC SOLUTIONS, INC.  
d/b/a Verra Mobility

CITY OF LAKE LAND, FLORIDA

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

By: \_\_\_\_\_  
Name: H. William Mutz  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Kelly S. Koos  
Title: City Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
Palmer C. Davis, City Attorney



**EXHIBIT A**  
**SERVICE FEE SCHEDULE**

**1.0 Description of Pricing**

Fees are based on per camera and are as follows:

<b>Product Description</b>	<b>Fee*</b>
<b>Red Light Safety Camera System</b> – the Parties shall mutually agree on the number of Camera Systems to be installed.	\$3,800 monthly Service Fee for a total of twenty-three (23) Red Light Safety Camera Systems
<b>Red Light Safety Camera Systems-</b> Four (4) discounted monthly Service Fee Camera Systems	\$2,375 monthly Service Fee per Red Light Safety Camera System located at (1)NB Cleveland Heights BLVD E Edgewood Dr.; (2)SB Cleveland Heights BLVD E Edgewood Dr.; (3)NB Socrum Loop RD, E Daughtery RD/Walt Loop RD; and (4) WB E. Daughtery Rd./Walt Loop RD, Socrum Loop RD
<b>Fixed Speed Safety Camera System</b> – the Parties shall mutually agree on the number of Camera Systems to be installed.	Per Camera System, the Program Revenue is shared between the City and Verra Mobility on a 65/35 basis, with 65% allocated to the City, and 35% to Verra Mobility for each Paid Citation.
<b>Subsequent Notices Mailing Fee</b> – For any additional notices sent by first class mail required by the Customer or required by Law in excess of the standard set of notices.	\$2.00 per page per notice

Service Fees: Service Fee includes all costs required and associated with one rear-only Camera System installation, maintenance, and on-going field and back-office operations. This shall include camera equipment, installation, installation, maintenance, violation processing services, DMV records access, First Class mailing of notice of violation with return envelope, mailing of second notice (as needed), lockbox and e-payment processing services, excluding user convenience fee, IVR call center support for general program questions and public awareness program support. Verra Mobility's monthly fee includes postage for the first class mailing of the 1st notice. Certified

mail is extra and will be billed per unit as published by the US Postal Service at <http://www.usps.com/prices/extra-services-prices.htm>.

**EXHIBIT G**  
**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 the City of Lakeland, a municipality organized and existing in accordance with Florida Law (“Customer”), dated as of June 16, 2025 (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer 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 Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, 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 Customer 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)

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

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer 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 Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

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

[CUSTOMER]

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

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

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

**EXHIBIT G-1**  
**FORM OF NOTICE TO PROCEED ALPR SOLUTION**

Reference is made to the Agreement for Automated License Plate Recognition Solution Services by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and the City of Lakeland, a municipality organized and existing in accordance with the laws of the State of Florida (“Customer”), dated as of June 16, 2025 (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates the procurement and deployment or installation of ALPR cameras at the following designated locations.

Execution of this Notice to Proceed by Customer shall serve as authorization for the deployment or installation of the ALPR cameras for all designated locations as follows:

Location (Direction & Street)	Infrastructure (Photo Enforcement Infrastructure / customer owned infrastructure)	ALPR Camera	Back- Office

[Execution of this Notice to Proceed by Customer shall serve as authorization for the provision to Customer of \_\_\_\_\_ ALPR cameras to be deployed at locations designated by Customer.] Customer understands that implementation and installation of any location is subject to a feasibility of installation analysis, and if necessary, engineering results conducted by Verra Mobility and/or its subcontractor. Costs of deployment or installation of the ALPR cameras shall be pursuant to the terms and conditions of the Agreement.

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

[CUSTOMER]

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

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

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

**EXHIBIT H**  
**RED LIGHT AND FIXED SPEED SAFETY CAMERA SYSTEM**  
**AMORTIZATION SCHEDULE**

Months	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
1	\$ 154,383	\$ 122,933	\$ 91,533	\$ 60,133	\$ 28,733
2	\$ 151,767	\$ 120,317	\$ 88,917	\$ 57,517	\$ 26,117
3	\$ 149,150	\$ 117,700	\$ 86,300	\$ 54,900	\$ 23,500
4	\$ 146,533	\$ 115,083	\$ 83,683	\$ 52,283	\$ 20,883
5	\$ 143,917	\$ 112,467	\$ 81,067	\$ 49,667	\$ 18,267
6	\$ 141,300	\$ 109,850	\$ 78,450	\$ 47,050	\$ 15,650
7	\$ 138,683	\$ 107,233	\$ 75,833	\$ 44,433	\$ 13,033
8	\$ 136,067	\$ 104,617	\$ 73,217	\$ 41,817	\$ 10,417
9	\$ 133,450	\$ 102,000	\$ 70,600	\$ 39,200	\$ 7,800
10	\$ 130,833	\$ 99,383	\$ 67,983	\$ 36,583	\$ 5,183
11	\$ 128,217	\$ 96,767	\$ 65,367	\$ 33,967	\$ 2,567
12	\$ 125,600	\$ 94,150	\$ 62,750	\$ 31,350	\$ -