

## PHOTO ENFORCEMENT SERVICES AGREEMENT

This Photo Enforcement Services Agreement includes the attached Exhibits ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") and the City of Clearwater, Florida ("Customer").

WHEREAS, Customer desires to continue a photo enforcement program to enforce traffic violations (the "Program") in accordance with in accordance with §316.0083, Laws of Florida and local ordinance section 30.020;

WHEREAS, on or about October 22, 2019 the parties entered into an Automated Photo Enforcement Program Agreement by and between Redflex Traffic Systems, Inc. and the City of Clearwater, Florida, which will hereby be replaced and superseded as of the Effective Date of this Agreement; and

WHEREAS, Redflex Traffic Systems, Inc. is now a wholly-owned subsidiary of Verra Mobility; and

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Back-office System "BOS", including certain knowledge, equipment, licenses, and the processes for processing Events;

WHEREAS, Customer desires to use the Camera Systems together with the BOS to monitor and enforce traffic Violations and to issue Citations for traffic Violations as part of its Program;

WHEREAS, the Houston-Galveston Area Council ("H-GAC"), a council of government of which Customer is a member, has created a cooperative purchasing program known as H-GACBuy;

WHEREAS, Verra Mobility has entered into a Contract with H-GAC, including General Provisions and Special Provisions, ("H-GAC Agreement") for the provision of photo enforcement services to the government entities participating in H-GAC; **Contract Number PE05-21.**

WHEREAS, Customer finds that entering into this Agreement through H-GACBuy satisfies all of its applicable procurement requirements; and

WHEREAS, Customer has determined that it has the authority to enter into this Agreement in compliance with the laws, regulations, and policies applicable to it, including procurement laws, regulations, and policies.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

### **I. DEFINITIONS**

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

**"Approach"**: One (1) direction of travel on a road including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed or deployed upon the mutual agreement of the parties.

**"Back-Office System" or "BOS"**: The proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

**"Business Hours"**: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

**"Business Rules"**: The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

**“Camera System” or “Camera”:** A photo-traffic monitoring device consisting of one (1) rear camera, strobe (if applicable), and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation, which records such data with one (1) or more images of such vehicle.

**“Change Order Notice”:** Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

**“Change Order Proposal”:** A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

**“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 BOS.

**“Designated Safety Zone”:** A designated safety zone in which a Camera System may be installed or deployed.

**“Event”:** A potential Violation captured by the Camera System.

**“Fees”:** The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in EXHIBIT A.

**“Laws”:** All federal, state, or local, laws, ordinances, regulations, and orders.

**“Notice to Proceed”:** Written confirmation from Customer that Verra Mobility may proceed with the installation or deployment of a given Camera System, a form of which is attached as EXHIBIT C.

**“Owner”:** The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

**“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.

**“Person” or “Persons”:** Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

**“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.

**“Project Time Line”:** The initial schedule and timelines required to begin the implementation of Customer’s project, as mutually agreed upon by the parties. The initial project timeline will be prepared assuming the active cooperation and engagement of the Program stakeholders set forth in Section 2.1.1 of EXHIBIT B.

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

**“Violation”:** A failure to obey an applicable traffic law or regulation related to a failure to obey a traffic signal or related to operating a motor vehicle in excess of the posted speed limit, as determined in Customer’s sole discretion.

## **II. GENERAL TERMS AND CONDITIONS**

Customer is procuring from Verra Mobility the services described in this Agreement through H-GACBuy under the H-GAC Agreement. Customer represents and warrants to Verra Mobility that the services provided under this Agreement are not pursuant a federal award or a federal grant and no federal funds will be used to satisfy Customer’s obligations to Verra Mobility under this Agreement. Customer acknowledges and agrees that the following provisions of the of the H-GAC Agreement are not applicable to this Agreement: General Provisions Articles: 7 (Goal for Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms), 33 (Federal Compliance), 40 (Copeland “Anti-Kickback” Act). Special Provisions Articles: 18 (Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Equipment), 19 (Buy America Act (National School Lunch Program and Breakfast Program)), 20 (Buy America Requirement (Applies only to Federally Funded Highway and Transit Projects)), 21 (Domestic Preference), 23 (Equal Employment Opportunity), 24 (Clean Air and Water Pollution Control Act), 26 (Contract Work Hours and Safety Standards), 27 (Profit as a Separate Element of Price), and 28 (Byrd Anti-Lobbying Amendment).

### **1. VERRA MOBILITY AGREES TO PROVIDE:**

The scope of work identified in **EXHIBIT B**, Section 1.

### **2. CUSTOMER AGREES TO PROVIDE:**

The scope of work identified in **EXHIBIT B**, Section 2.

### **3. (if applicable) ADDITIONAL SERVICES:**

Verra Mobility shall provide the additional services set forth on **EXHIBIT B**, Sections 3.1 - Enhanced Video Services and 3.2. - Automated License Plate Recognition (ALPR) Interface Solutions Services, subject to the additional terms and conditions specified therein.

### **4. TERM:**

The term of the Agreement shall be (5) years from the Effective Date of this Agreement (the “Term”). Upon expiration of the Term the Agreement will be automatically renewed for consecutive 1-year terms (each a “Renewal Term”) unless a party provides the other party forty-five (45) days written notice prior to the end of the then current Renewal Term of its intent not to extend another 1-year Renewal Term.

### **5. FEES AND PAYMENT:**

5.1 Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1. Payments for Fees shall be made via Automated Clearing House (ACH).

5.2 Invoices shall be in standard Verra Mobility format and provided electronically.

5.3 Customer shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission. Late payments may be subject to interest calculated at 1.5% per month on open balances.

5.4 Verra Mobility’s Fees outlined in **EXHIBIT A** will be fixed for the duration of the agreement.

## 5.5 Flexible Payment Plan:

During the term of the Agreement, payments by the Customer may be made to Verra Mobility under a Flexible Payment Plan if the total funds collected by the Program are insufficient to cover the Fees due Verra Mobility. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to Verra Mobility during the term of the Agreement. If at the end of the term sufficient funds have not been collected by the Customer to pay the accrued balance then due to Verra Mobility, Verra Mobility agrees to waive its right to recovery with respect to any balance owing to Verra Mobility at the end of that term.

This Flexible Payment Plan will be applied as follows: Verra Mobility will maintain an accounting of any net balances owed Verra Mobility each month during the term. If the total amount of funds collected from all Camera Systems combined during a month exceeds the amount of the Verra Mobility invoice for the same month, the Customer shall pay Verra Mobility the total amount due on the invoice. If the total amount of funds collected from all Camera Systems combined during a month is less than the amount of the Verra Mobility invoice for the same month, the Customer shall pay Verra Mobility only the amount collected during the same month and Customer may defer payment of the remaining balance. If opting to use a Flexible Payment Plan, Customer will provide Verra Mobility with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the amount of funds collected. Payments due Verra Mobility will be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the Verra Mobility invoices, including any accrued balance are fully repaid, Customer will retain all additional funds collected. Any funds in excess of the total balance due (whether reserved in cash or not by Customer) will be available to offset future Verra Mobility invoices during the term of the Agreement and any renewal term. Customer agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all installed Camera Systems and will not be applied on a per Camera System basis or on a per month basis.

Example: Fee of \$4,750 per Camera System per month and four (4) cameras installed. If during Month 1 camera #1 revenue is \$5,000, camera #2 revenue is \$3,500, camera #3 revenue is \$6,000 and camera #4 revenue is \$3,000, the total revenue from the Camera System for the month is \$17,500. Verra Mobility would invoice Customer for \$19,000 (\$4,750 x 4 Camera Systems). However, Customer would only be required to pay \$17,500 in Month 1 and the \$1,500 deficit would carry over to subsequent months. If in Month 2 the combined revenue from the 4 Camera Systems was \$25,000, Verra Mobility would invoice the Customer \$19,000 (\$4,750 X 4 Camera Systems) and the prior month \$1,500 deficit would also be due. The Customer is not responsible for any previously deferred balance remaining after termination of the Agreement.

Flexible Payment Plan – Limitations. This provision shall not apply if: (1) Customer elects not to enforce all legally enforceable Violations; (2) Customer elects not to pursue collections on unpaid Violations; (3) Customer directs Verra Mobility to install a camera at a site where violation rates are projected by Verra Mobility to be below the rate required by Verra Mobility for an acceptable installation; (4) Customer waives and/or fails to timely process more than ten percent (10%) of valid Violations forwarded to law enforcement for acceptance according to the Business Rules; or (5) Customer does not provide Verra Mobility with access to an accurate accounting of all payments received other than payments received through Verra Mobility enabled payment channels.

## 6. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the BOS. Verra Mobility reserves the right to

assess a fee for such services if such information is requested by a third-party or if Customer could retrieve the information from the BOS without the assistance of Verra Mobility. Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. For any non-Customer requests for information, Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner to Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

Public Records: As required by section 119.0701, Florida Statutes, Verra Mobility hereby specifically agrees to comply with the public records laws of the State of Florida. Verra Mobility specifically agrees to:

- (i) Keep and maintain public records required by the Customer in order to perform the service.
- (ii) Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Verra Mobility does not transfer the records to the Customer.
- (iv) Upon completion of the Agreement, Verra Mobility shall maintain all public records in accordance with the Agreement for a period of 180 days and thereafter transfer at no cost to the Customer all of the public records in possession of Verra Mobility. After transfer of all public records to the Customer, Verra Mobility shall not maintain any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the Customer upon request from the Customer's records custodian in a format that is compatible with the information technology systems of the Customer. This Subsection (iv) is not intended to supersede Section 15 "Termination", however this subsection (iv) governs as it pertains to what is legally required pursuant to Chapter 119, Florida Statutes.
- (v) In the event Verra Mobility fails to comply with a public records request, the Customer shall be authorized to enforce this contractual provision.

**(VI) AS IT RELATES TO THIS AGREEMENT, IN THE EVENT VERRA MOBILITY HAS QUESTIONS ON ITS DUTY AND APPLICATION OF CHAPTER 119, FLORIDA STATUTES, VERRA MOBILITY SHALL CONTACT THE CUSTOMER RECORDS CUSTODIAN AT: (727) 562-4455, MATT.STOECKICHT@MYCLEARWATER.COM , WITH AN OFFICE LOCATED AT 645 PIERCE ST., CLEARWATER, FL 33756**

## **7. CONFIDENTIALITY:**

No information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility

Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

## **8. PROPRIETARY RIGHTS:**

- 8.1 Back-Office: Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS and all associated intellectual property rights, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS, even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the Customer. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire" for Customer. Customer agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the BOS or related documentation in whole or in part, by any means except as expressly authorized in writing by Verra Mobility. During the term of our Agreement with Customer, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of Customer performing its obligations under this Agreement.
- 8.2 Systems: Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and all associated intellectual property rights. On and as of the date of termination of this Agreement, Customer shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure.
- 8.3 Public Safety Campaign and Public Awareness: As between the parties, Verra Mobility owns and retains all rights, title and interest in and to the Public Safety Campaign Content, if any, created by Verra Mobility and all intellectual property rights therein, excluding all Customer Content. "Public Safety Campaign Content" means all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein produced by Verra Mobility for a Public Safety Campaign pursuant to EXHIBIT B. Verra Mobility grants to Customer a perpetual, revocable, non-transferable, and non-exclusive license to use, copy, display, and distribute the Public Safety Campaign Content solely to promote Customer's photo enforcement programs, and to modify the Public Safety Campaign Content as needed for formatting for exercise of the license granted.
- 8.4 In order to produce the Public Safety Campaign Content, Customer grants Verra Mobility a nonexclusive, fully paid-up, license to use, reproduce, distribute, perform, practice and display, and to create derivatives of all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein provided to Verra Mobility ("Customer Content") solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to Customer. Customer has the ability to approve use of any Customer Content in the

Public Safety Campaign Content. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to use and display Verra Mobility information, including Verra Mobility trademarks, provided by Verra Mobility on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved by Verra Mobility in advance of use.

8.5 Data Use: Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the BOS, including through the Enhanced Video Services, as defined in **EXHIBIT B**. Furthermore, Verra Mobility has a right to use non-personalized and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's Program.

8.6 Public Disclosure: Verra Mobility Corporation, the ultimate parent company in the corporate family, is a public company registered with the U.S. Securities and Exchange Commission (SEC) with shares of its common stock listed on the NASDAQ. Nothing in this Agreement shall be construed to limit Verra Mobility's or Verra Mobility Corporation's ability to comply with our disclosure obligations as interpreted by our attorneys and accountants under applicable, laws, rules, and regulations of the SEC or the NASDAQ.

## **9. INDEMNIFICATION AND LIABILITY:**

9.1 Indemnification by Verra Mobility. Verra Mobility agrees to indemnify Customer and its managers, officers, directors, employees, agents, representatives and successors (individually, a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the gross negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party, (ii) to the extent such Loss was caused by Customer Party's access to and use of the Enhanced Video Services, (iii) to the extent such Loss was caused by Customer Party's access to and use of the ALPR Interface Solution, or (iv) any claim, action or demand (a "Claim") caused by Customer's failure to perform its obligations under this Agreement.

9.2 Indemnification by Customer. To the extent permitted by Section 768.28, Florida Statutes, Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to any negligent or deliberate act or omission of Customer, except (a) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement. Upon the termination of this Agreement, Customer agrees to indemnify Verra Mobility Parties against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to any Claim related to the Photo Enforcement Infrastructure. Nothing contained herein shall be construed to be a waiver of any immunity or limitation of liability Customer may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

9.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any

additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.

- 9.4 **Limited Liability.** In no event shall Verra Mobility's liability under this Agreement exceed the greater of \$1,000,000 or the average of the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

## **10. INSURANCE:**

Verra Mobility shall maintain the following minimum scope and limits of insurance:

- 10.1 **Commercial General Liability Insurance** including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence.
- 10.2 **Workers' Compensation** as required by applicable state law, and **Employer's Liability Insurance** with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 10.3 **Commercial Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 combined single limit bodily injury and property damage.
- 10.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.
- 10.5 Certificates showing Verra Mobility is carrying the above-described insurance shall be furnished to Customer within thirty (30) calendar days after Customer request.

Customer shall maintain the following minimum scope and limits of insurance:

- 10.6 **Commercial General Liability insurance** including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability.
- 10.7 **Worker's Compensation coverage** as required by applicable state law and **Employer's Liability Insurance**.
- 10.8 **Business Automobile Liability Insurance** coverage for automobiles and all installed equipment, on any automobiles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage.
- 10.9 Upon request, Customer will provide certificates of insurance, listing Verra Mobility as an additional insured on Business Automobile Liability Insurance. If self-insured, the Customer will maintain coverages sufficient to cover any liability specified above that may arise from the performance of this Agreement

and show evidence of such. If Customer fails to meet the above insurance requirements, Verra Mobility reserves the right to procure such insurance and bill the Customer.

#### **11. LIMITED WARRANTY:**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND VERRA MOBILITY'S RESPONSE TO HGACBUY INVITATION TO BID NO. PE05-21, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE BOS, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

#### **12. STATE LAW TO APPLY:**

This Agreement shall be construed under and in accordance with the laws of the State of Florida.

#### **13. DISPUTE RESOLUTION:**

- 13.1 All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both parties. Following thirty (30) days of unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.
- 13.2 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties and upon a showing of substantial need by the party seeking discovery.
- 13.3 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents and shall be final and binding. The arbitrator will have no power to award:
- a) damages inconsistent with the Agreement; or,
  - b) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 13.4 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as may be necessary to comply with legal or regulatory requirements.
- 13.5 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay

such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorneys' fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

#### **14. CHANGE ORDERS:**

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility's receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement. Pursuant to General Provisions, Article 21 (Change Orders and Amendments), copies of all Change Orders must be provided to and acknowledged by H-GAC. Any failure of the parties to reach agreement with respect to any foregoing as a result of any proposed changes will not be deemed to be a breach of this Agreement.

#### **15. TERMINATION:**

15.1 Verra Mobility's services may be terminated:

- (i) By mutual written consent of the parties; or
- (ii) If the Florida Legislature enacts legislation repealing the statutory authorization for the Customer to operate a red-light-camera program, the Agreement may be terminated by either party; the Customer will not be obligated to pay any financial penalty, but would be obligated only to pay the amount owed to Verra Mobility pursuant to EXHIBIT "A" for services provided up to the effective date of the legislation and, if permitted by law, will continue to collect Program Revenue and, in addition to the payment of monthly fees pursuant to subsection 15.2 (ii), the Customer will pay Verra Mobility out of Program Revenue any documented unamortized equipment, installation, and removal costs.
- (iii) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.
  - a) Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.
  - b) Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.

- (iv) In the event of termination of this Agreement prior to the end of its term for any reason, except material breach by Verra Mobility, Customer shall pay Verra Mobility an early termination fee based on an amount of \$90,000 per Camera System amortized over sixty (60) months on a straight-line basis for the cost of equipment, construction and installation of the Camera System.
  - (v) Customer recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed. If a Camera System is removed prior to the end of the term, Customer shall pay the early termination fee applicable to such Camera System as set forth in Section (iv) above.
- 15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:
- (i) Customer shall cease using the Camera Systems to capture Events.
  - (ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly Fee per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the BOS for Customer's Program and upon such termination, the BOS, including Verra Mobility provided website accessible by Owners/violators, and related lockbox shall no longer be capable of accepting payments.
  - (iii) Except as provided for in Section 15.2(iv) related to the Photo Enforcement Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
  - (iv) Pursuant to Section 8, Customer shall be deemed to accept full ownership and control of the Photo Enforcement Infrastructure. Upon Customer's request or if otherwise required by Law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove the Photo Enforcement Infrastructure Verra Mobility installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per Approach) plus an additional 20% service fee (the "Removal Fee"). As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Photo Enforcement Infrastructure shall not be required to be removed, and Customer shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Photo Enforcement Infrastructure.
- 15.3 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

#### **16. LIMITED AGENCY:**

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and shall cause the applicable law enforcement agency to grant Verra Mobility the authority to act as a limited agent of the law enforcement agency, for the purposes of (i) facilitating establishment of bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

#### **17. USE OF SUBCONTRACTORS:**

From time to time, Verra Mobility may subcontract certain services provided under this Agreement without notice to or consent of Customer.

#### **18. DATA RETENTION:**

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on EXHIBIT E during the term of this Agreement. Customer represents and warrants to Verra Mobility that the data retention schedule provided by Customer complies with the laws applicable to Customer. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on EXHIBIT E), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to Customer with respect to such data. Customer acknowledges that DMV data source providers may require Customer to enter into licensing agreements with the DMV data source providers in order for Customer to have continued access to certain registered owner information after the termination of this Agreement.

#### **19. ASSIGNMENT:**

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing purposes or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

#### **20. FORCE MAJEURE:**

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, supply-chain disruptions or governmental authorities approval delays which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other

promptly of the existence and nature of any delay. For the avoidance of doubt, road construction is not an event of Force Majeure on behalf of the Customer. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## **21. NOTICES:**

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, overnight delivery service (e.g. Federal Express), or by certified mail to the parties at the following addresses:

City of Clearwater, Florida  
645 Pierce Street  
Clearwater, Florida 33756  
Attn: Assistant City Attorney

American Traffic Solutions, Inc.  
1150 North Alma School Road  
Mesa, Arizona 85201  
Attn: Government Solutions Legal Department

## **22. LEGAL CONSTRUCTION:**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

## **23. AMENDMENTS TO THE AGREEMENT:**

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

## **24. INTEGRATION:**

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

## **25. SURVIVAL:**

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, 20, 21, 22 and this Section 25.

## **26. ADDITIONAL SERVICES:**

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies, such as School Zone Speed Safety Camera systems, for Customer to consider and, if so desired, Customer may procure from Verra Mobility the new technologies through a Change Order or amendment to the Agreement upon terms to be mutually agreed upon by the parties.

## **27. PILOTS:**

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a "Vendor"). During any pilot pursuant to this Section 27, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its

employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems ("Customer Feedback"). All data, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot system in connection with any pilot shall remain the property of Verra Mobility (the "Pilot Data"). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 10, 11, 12, 13, 17, 20, 21, 22 and this Section 27, shall not apply to any such pilot.

## **28. EXECUTION:**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

## **29. ADDITIONAL PROVISIONS:**

### **Compliance with Fla. Stat. § 287.133, Public Entity Crime**

Verra Mobility represents that it has not been convicted of a public entity crime. "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Verra Mobility has reviewed and shall comply with the provisions of 287.133 of the Florida Statutes, Public entity crime; denial or revocation of the right to transact business with public entities.

### **Compliance with Fla. Stat. § 448.095, Employment Eligibility**

Verra Mobility is required to register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Verra Mobility represents, warrants, and attests that Verra Mobility has registered for and utilizes the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Verra Mobility to perform employment duties within Florida during the term of the Subcontract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Verra Mobility to perform work pursuant to the Agreement. Verra Mobility acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during agreement is a condition of each agreement with a county, municipality, or other governmental entity or agency within the State of Florida; and
- c) Verra Mobility shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Verra Mobility shall also require all subvendors/subconsultants/subcontractors to provide an affidavit attesting that it does not employ, contract with, or subcontract with, an unauthorized alien. Verra Mobility shall maintain a copy of such affidavit for the duration of the Subcontract.

Verra Mobility represents, warrants, and attests that it does not employ, contract with, or subcontract with, an unauthorized alien. Verra Mobility acknowledges that if Customer has a good faith belief that Verra Mobility has violated § 448.095 Fla. Stat., Customer reserves the right to terminate the Agreement immediately.

*[SIGNATURE PAGE FOLLOWS]*

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. This Agreement is effective on the date of execution by the last signatory to this signature page ("Effective Date").

AMERICAN TRAFFIC SOLUTIONS, INC. D/B/A VERRA MOBILITY

By: [Signature]

Name: Jon Baldwin

Title: Executive Vice President, Government Solutions

Date: 12/15/2023

CITY OF CLEARWATER, FLORIDA

By: [Signature]

Name: Jennifer Poirrier

Title: City Manager

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

COUNTERSIGNED

By: [Signature]

Name: Brian J. Aungst, Sr.

Title: Mayor

Date: 1/25/2024

ATTEST:

By: [Signature]

Name: Rosemarie Call

Title: City Clerk

Date: 1/25/2024

APPROVED AS TO FORM:

By: [Signature]

Name: David Margolis

Title: City Attorney

Date: 1-19-24



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

**1.0 Description of Pricing**

Fees are based on per camera per month and are as follows:

<b>Product Description</b>	<b>Fee Per Month Per Camera System</b>
<b>1 to 6 Camera Systems</b> – the parties shall mutually agree on the number of Camera Systems to be installed.	\$4,270
<b>6+ Camera Systems</b> – the parties shall mutually agree on the number of Camera Systems to be installed.	\$4,100
<b>Certified Mailing Fee for Uniform Traffic Citation (UTC)</b> - certified mailing of Uniform Traffic Citation (UTC), no return receipt.	Prevailing US Postal Service cost
<b>Subsequent Mailings</b> - other mailings, including mailings of subsequent notices in addition to those described in Subsection 1.2.3 of <b><u>EXHIBIT B</u></b> , is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per unit per page service charge.	US Postal Service cost plus a \$2.00 per unit per page service charge
<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 BOS for back-office operations and reporting, Event processing services, DMV records access, the standard set of notices as described in Subsection 1.2.3 of <b><u>EXHIBIT B</u></b> , 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.	
<b>Upgraded Camera Systems.</b> The parties shall mutually agree on the upgrade of up to three (3) Camera Systems at currently installed Approaches and such mutually agreed to upgrades shall take place within the first year of the Term, unless new permits are required, then upgrades will take place within the first year of the Term or ninety (90) days after permits are granted, whichever is later.	

**ALPR Cameras.** Verra Mobility, through its subcontractor Flock Group, Inc. ("Flock"), shall provide up to three (3) solar-powered ALPR Cameras with pole ("ALPR Cameras") included in the Monthly Service Fee per Camera System and the Customer agrees to the terms and conditions for installation and use of the ALPR Cameras in section 3.2 of **EXHIBIT B**. The Parties recognize the up to three (3) ALPR Cameras are being provided at no additional cost to the Customer, subject to the requirements identified in the section 3.2 **EXHIBIT B** and **EXHIBIT B-1**. Verra Mobility is only providing the ALPR Cameras "as is" and is not responsible for providing the Flock back-office subscription to the Customer, which the Customer has already procured directly from Flock. Customer grants Verra Mobility, as a third party beneficiary, the ability to enforce the provisions of the End User License Agreement (EULA) executed on December 10, 2021 by and between Customer and Flock provided in **EXHIBIT B-1**.

Verra Mobility's Fees anticipate providing the standard Florida BOS configuration and a standard suite of notices as described in Subsection 1.2.3 of **EXHIBIT B** provided to the Customer for the Fees noted above. For any additional configuration or Program customization work Verra Mobility shall provide Customer with an hours estimate and, upon approval by Customer for the work, shall invoice Customer \$200 per hour for such additional configuration or Program customization. Customer and Verra Mobility recognize the standard Florida BOS provided, or to be provided, by Verra Mobility to Customer may need to be changed during the term of the Agreement, at Verra Mobility's sole-discretion, due to end-of-life technology, and if such change is necessary Verra Mobility shall provide the new standard Florida BOS to Customer at no additional charge, unless additional configurations or Program customization are requested by Customer then the fee for additional configuration or Program customization will apply.

2.0

**Optional Collection Services:**

In the event that Customer elects to have Verra Mobility engage a collections agency to perform collections services, Verra Mobility's designated collection's subcontractor may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Verra Mobility Fees noted in Section 1.0 above.

Delinquent Collections Services      30% of Recovered Revenue

In the event that Customer elects to have Verra Mobility provide collections services, Customer shall so notify Verra Mobility in writing. Customer agrees that, once Verra Mobility's collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

**EXHIBIT B**  
**SCOPE OF WORK**

**1. VERRA MOBILITY SCOPE OF WORK**

**1.1 VERRA MOBILITY IMPLEMENTATION**

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled "Customer Scope of Work". Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.
- 1.1.2 Customer and Verra Mobility will complete the Project Time Line within sixty (60) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Verra Mobility will install or deploy Camera System(s) at a number of Designated Safety Zones to be mutually agreed upon between Verra Mobility and Customer as reflected in a written Notice to Proceed. In addition to any initial Designated Safety Zones the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.
- 1.1.4 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer licensed to perform engineering services in the state where the Camera Systems will be installed.
- 1.1.5 Verra Mobility shall not be responsible for, nor shall it perform, any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.
- 1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law, such as in school zones.
- 1.1.7 Verra Mobility's Marketing Department will assist Customer with public information content and outreach campaign strategies ("**Public Safety Campaign**").
- 1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.9 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.

- 1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.
- 1.1.11 If Customer is using Verra Mobility enabled lockbox or epayment services, Customer shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.
- 1.1.12 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of \$6.75 for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility.

## **1.1 VERRA MOBILITY OPERATIONS**

- 1.1.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.1.2 If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days, Customer shall be responsible for the normal monthly Fee.
- 1.1.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, and printing and mailing of up to six (6) letters/ notices in support of Citation issuance and escalation. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.
- 1.1.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.
- 1.1.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.1.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.
- 1.1.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.
- 1.1.8 The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies

generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.

- 1.1.9 During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a Customer provided local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.
- 1.1.10 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and Customer shall bear the cost of repair equally with Customer reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, Customer negligence, etc. Customer shall reimburse Verra Mobility for the cost of repair.
- 1.1.11 Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

## **2. CUSTOMER SCOPE OF WORK**

### **2.1 GENERAL IMPLEMENTATION REQUIREMENTS**

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:
  - A project manager with authority to coordinate Customer responsibilities under this Agreement;
  - Court manager responsible for oversight of all Court-related program requirements;
  - The police contact;
  - The court contact;
  - The person responsible for overseeing payments by violators (might be court);
  - The prosecuting attorney;
  - The Customer attorney;
  - The finance contact (who receives the invoices and will be in charge of reconciliation);
  - The IT person for the police;
  - The IT person for the courts;
  - The public works and/or engineering contact responsible for issuing any/all permits for construction; and
  - Court manager responsible for oversight of all Court-related program requirements.

- 2.1.2 Customer and Verra Mobility shall complete the Project Time Line within sixty (60) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.
- 2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Except as outlined in Section 1.2.6, Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.
- 2.1.4 Customer intends to utilize Verra Mobility enabled payment processing channels. Customer shall designate a Customer account for deposit / settlement of funds paid by payors. Within seven (7) business days of receipt by Customer, Customer shall provide Verra Mobility completed banking forms and payment processing agreements, which may include among others a Participant Agreement and Submerchant Agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, application for payment processing, and a Form W-9, Request for Taxpayer Identification Number and Certification. A copy of the Participant Agreement, the Submerchant Agreement, and a form application for payment processing are each attached here to as **EXHIBIT F**.
- 2.1.5 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In order to access certain state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, Customer shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, accessible to Verra Mobility at no cost, additional fees will apply.
- 2.1.6 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of Customer's Program with applicable laws. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.
- 2.1.7 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law and, if applicable, Customer's Business Rules have been updated by Customer. In the

event of a change in or adoption of a new Law, excluding a change in Customer's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.

- 2.1.8 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.
- 2.1.9 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.10 Customer will comply with all applicable Laws relating to its conduct with respect to the Program. Customer shall not use the Camera Systems, the BOS, or the data captured by the Camera Systems or provided by NLETs or DMV data source providers for any purpose not permitted by Law.
- 2.1.11 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service at the next available enforcement period or as otherwise mutually agreed to by the Parties.
- 2.1.12 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.
- 2.1.13 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.
- 2.1.14 Customer shall be responsible for any reporting obligations that it has to any state or other regulatory body with respect to its operation of the Program or the payment of Citations.

## **2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS**

- 2.2.1 All Fixed Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Fixed Camera System after initial installation, Customer shall pay for the total cost to relocate the System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of \$2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while

Camera System is deactivated Customer may instead elect through a Change Order, or other written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.

- 2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.
- 2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage in compliance with applicable Laws. Customer is responsible for determining the placement/location of signs in compliance with applicable Laws.
- 2.2.5 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. Verra Mobility may agree to cover these upfront costs and separately bill Customer through the monthly invoice over a period not to exceed one year. If existing power sources are not immediately available, Customer will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.
- 2.2.6 Customer shall approve or reject site plans submitted Verra Mobility within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.
- 2.2.7 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.
- 2.2.8 Customer shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.

- 2.2.9 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.10 Customer shall allow Verra Mobility to build Infrastructure into any existing Customer-owned easement.
- 2.2.11 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.
- 2.2.12 Customer shall be responsible for the performance of any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

## **2.3 COURTS OPERATIONS**

- 2.3.1 Customer is responsible for the prosecution and adjudication of Citations in accordance with all applicable Laws.
- 2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.3.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.
- 2.1.1 Verra Mobility shall provide Customer with access to its online BOS adjudication processing module which will enable the adjudication function to review cases, related images, and other related information required to adjudicate disputed Citations. If instead of using the online adjudication processing module in the BOS, Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Verra Mobility shall provide a price proposal to Customer for the development of any such court interface.
- 2.1.2 Customer is responsible for entering all final dispositions of Citations including all payments of Citations into the BOS, either directly through the online adjudication processing module or through the court interface.

## **3. ADDITIONAL SERVICES**

### **3.1 ENHANCED VIDEO SERVICES**

- 3.1.1 Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval, at each fixed 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.

- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.

### 3.2 **AUTOMATIC LICENSE PLATE RECOGNITION INTERFACE SOLUTION**

#### 3.2.1 **Definitions.**

**"ALPR"**: automatic license plate recognition.

**"ALPR Camera"**: a solar-powered camera with automatic license plate recognition technology and required processors and, if requested, installation of a pole to mount the ALPR Camera.

**"ALPR Data"**: Data captured and processed by ALPR Equipment, which may include but is not limited to video data, image data, and metadata.

**"ALPR Equipment"**: A solar-powered ALPR Camera and related processor, excluding communication devices (e.g., SIM card) which is the responsibility of the Customer, and a pole provided by Flock.

**"Customer Data"**: The data captured by the ALPR Camera and processed in, and /or housed in the Customer's Flock back-end system, including, but not limited, to ALPR capture data, white-lists, hotlists, data sharing alerts, and registered owner information.

**"EULA"** The end user license agreement between Customer and Flock, the provider of the ALPR Equipment and back-office system, to be provided, or in the case of the back-office system already provided, by Flock.

- 3.2.2 Verra Mobility, including through the engagement of Flock, agrees to provide the Customer with (3) ALPR Cameras, subject to the Customer providing Verra Mobility a signed Notice to Proceed, as provided in **EXHIBIT B-2** of this Agreement and the payment of the Fees set forth on **EXHIBIT A**.
- 3.2.3 Customer agrees, at all times during the term of this Agreement, to comply with and be bound by the terms and conditions of the EULA to be entered into by the Customer with Flock in the form provided in **EXHIBIT B-1** of this Agreement. Customer agrees that Verra Mobility is a third party beneficiary of the EULA and may enforce the rights of Flock under the EULA.
- 3.2.4 Customer will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the Program.
- 3.2.5 Customer shall not: (a) decompile, disassemble, or otherwise reverse engineer the ALPR Camera or the Flock back-end system or attempt to reconstruct or discover any source code, underlying algorithms, file formats or programming interfaces of the Flock back-end system by any means whatsoever (except and only to the extent that applicable Law prohibits or restricts reverse engineering restrictions); (b) remove any product identification, proprietary, copyright or other notices contained in the ALPR Camera or the Flock back-end system; or (c) modify any part of the ALPR Camera or the Flock back-end system, create a derivative work of any part of the ALPR Camera or the Flock back-end system, or incorporate any part of the ALPR Camera or the Flock back-end system into or with other software, except to the extent expressly authorized in writing by Verra Mobility, including through other agreements between the parties.
- 3.2.6 Customer shall provide Verra Mobility with copies of any Customer policies pertaining to its use of the ALPR Camera or the Flock back-end system, which are applicable to Verra Mobility. Verra Mobility shall be afforded a reasonable opportunity to review such policies and will notify Customer if there are any additional Fees associated with compliance to the policies.
- 3.2.7 Verra Mobility will collaborate with Customer on a mutually agreeable project schedule outlining all of the milestones required to implement the procurement and installation of the ALPR Cameras.
- 3.2.8 Within 90 days after a permit is obtained, or if no permit is required, within 120 days of the date the Customer provides Verra Mobility a Notice to Proceed, Verra Mobility shall provide and, if required, Verra Mobility, or its subcontractor Flock, will install the ALPR Cameras at locations mutually agreed to by the Customer and Verra Mobility.
- 3.2.9 If installation is not performed on a Flock provided pole, Customer may use preexisting Customer infrastructure. Any new infrastructure constructed, other than installation of the Flock provided pole, shall be at the sole cost, and the sole property and responsibility, of the Customer.

- 3.2.10 Customer is responsible for obtaining any permits required for the installation and use of the ALPR Cameras on a Flock provided pole.
- 3.2.11 For ALPR Cameras to be installed on Customer infrastructure, Customer is responsible for applying for and obtaining and funding any and all needed state, local, and/or county permits, including any traffic control permits. Customer shall secure written permission for the installation of ALPR Equipment on any third-party infrastructure, and Customer is responsible for securing any interagency agreements or authorizations needed to install ALPR Equipment.
- 3.2.12 Customer shall be directly responsible for all costs and liabilities associated with construction, installation, except for the one-time installation of a pole provided by Flock, and any ongoing repair and maintenance of any infrastructure used for the ALPR Equipment, and the cost of all data hosting, data retrieval or data storage or for any other usage-based or storage based costs.
- 3.2.13 Notwithstanding anything else to the contrary in this Agreement, Customer agrees that Customer is solely responsible for the housing and security of the Customer Data. Verra Mobility shall have no liability with respect to the housing or security of data in the Flock back-end system and all rights and obligations regarding the Customer Data shall be solely between the Customer and Flock as provided in the EULA. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the ALPR Cameras. Customer acknowledges that for the Customer Data, it is responsible for any preservation, and associated storage requirements that may be required by Law. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for Customer Data obtained through the ALPR Cameras, whether by formal public records request or otherwise.
- 3.2.14 The Customer will provide the necessary Customer staff and resources to assist Verra Mobility and Flock with the installation of the ALPR Cameras and Flock and the Customer shall be solely responsible for the communications devices (e.g., SIM cards) for the ALPR Cameras and the integration of the installed ALPR Cameras with the Flock back-end system.
- 3.2.15 Any additional hardware, software, licensing, resources, installation, support and maintenance required to make the provided ALPR Cameras compatible and compliant with Customer IT, security, privacy, compliance, or other requirements are the responsibility of Customer.
- 3.2.16 Customer is responsible for the repair or replacement costs of any ALPR Equipment which is not the responsibility of Verra Mobility, as described below.
- 3.2.17 Verra Mobility shall repair or replace all ALPR Cameras pursuant to the Flock warranty (including components), except to the extent such damage was caused by the (a) improper handling or installation and repairs made by unauthorized Persons, including the Customer; (b) misuse, neglect, accident on behalf of the Customer (or Persons acting on its behalf other than a party authorized by Verra Mobility); (c) Customer's violation of any term of this Agreement or the EULA; or (d) Customer's intentional or negligent acts. For the avoidance of doubt, road construction is considered an intentional act.
- 3.2.18 Repair and replacement of infrastructure (including poles) will be the responsibility of the Customer.

- 3.2.19 Customer shall notify Verra Mobility within twenty-four (24) hours of detecting any performance issues with any ALPR Cameras.
- 3.2.20 Any replacement of ALPR Equipment resulting from a knockdown, shall be at the option of Verra Mobility.
- 3.2.21 Upon the termination of the Agreement between Verra Mobility and the Customer, Verra Mobility shall have no further obligations to Customer regarding the ALPR Cameras, and Verra Mobility (or its designated subcontractor) may uninstall and/or retrieve all ALPR Equipment from Customer, unless such ALPR Equipment shall be separately procured by Customer.
- 3.2.22 Under all circumstances, Verra Mobility (or Flock) shall retain ownership of all ALPR Equipment provided for use by Customer under the terms and conditions of this Agreement. The right to access and use the Flock back-office shall be governed by the EULA. Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the ALPR Cameras. Furthermore, Verra Mobility has the right to use non-personalized and aggregated ALPR Camera data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's program.
- 3.2.23 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 ALPR Cameras; (b) Customer's misuse of or failure to maintain the security of Customer Data in its possession; (c) Customer's violation of any Laws; (d) Customer's misuse or misappropriation of a Verra Mobility subcontractor's products or services, (e) any representation by Customer about a Verra Mobility subcontractor's products or services not authorized by such subcontractor; (f) any breach of this Agreement by Customer related to Customer's use of the ALPR Cameras or Customer Data; and (g) any breach of the EULA by Customer.
- 3.2.24 EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE ALPR EQUIPMENT AND RELATED SERVICES ARE PROVIDED BY VERRA MOBILITY "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND VERRA MOBILITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE ALPR EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**EXHIBIT B-1**

Flock End User Agreement between Flock and the City of Clearwater dated December 10, 2021\*

\* Agreement to be included as an attachment.

**EXHIBIT B-2**

**ALPR Cameras Notice to Proceed**

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 Clearwater, Florida ("Customer"), dated as of \_\_\_\_\_ (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
2500 Sunset Point Rd (westbound)	Customer owned infrastructure	Flock	Already provided by Flock
1684 N. Belcher Rd (southbound)	Customer owned infrastructure	Flock	Already provided by Flock
Bellair Rd & Belcher Rd (northbound)	Customer owned infrastructure	Flock	Already provided by Flock

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.

\*ALPR Camera includes: Fixed Site 1-2 lane(s) solar-powered ALPR Camera, Mounting Hardware, SIM Card, Cellular Service, Battery, Solar Panel. Unlimited Backoffice Users. Maintenance Warranty.

\*\* ALPR Camera includes solar panel for power and 120/240V AC power infrastructure and connections are not included and may be procured by Customer at additional costs. All costs beyond Flock inclusions may be procured by Customer at additional costs (e.g., design, construction, permitting, electrical conduit, electrician services, electrical connections, bucket truck rental, professional installation services, applicable taxes, etc.).

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

**CITY OF CLEARWATER, FLORIDA**

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

Name: Eric Gandy  
Title: Chief of Police

Date

2/3/2024

**ACKNOWLEDGED AND AGREED TO BY:**

**AMERICAN TRAFFIC SOLUTIONS, INC  
D/B/A VERRA MOBILITY**

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

Name:  
Title:

Date

3/20/24

**EXHIBIT C**  
**Form Notice to Proceed**

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility Systems ("Verra Mobility") and the City of Clearwater, Florida ("Customer"), dated as of [insert date] (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
Eastbound Gulf to Bay Blvd and Belcher Road	Red-Light Automated Enforcement	1
Westbound Gulf to Bay Blvd and Belcher Road	Red-Light Automated Enforcement	1
Eastbound Chestnut Street and South Fort Harrison Avenue	Red-Light Automated Enforcement	1

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.

CITY OF CLEARWATER, FLORIDA

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

Name: \_\_\_\_\_

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

Date

2/16/2024

Police Chief

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

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

Name: \_\_\_\_\_

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

3/20/24

Date

**EXHIBIT D**  
**DMV SERVICES SUBSCRIBER AUTHORIZATION**

DATE: \_\_\_\_\_

Frank L. Minice, Executive Director/CEO  
National Law Enforcement Telecommunications System, Inc. (NLETS)  
1918 W. Whispering Wind Drive  
Phoenix, AZ 85085

Dear Mr. Minice:

Re: Authorization for ORI Code: \_\_\_\_\_

The \_\_\_\_\_ Police Department authorizes the City of \_\_\_\_\_, Florida to use the \_\_\_\_\_ Police Department ORI for the limited purpose of obtaining vehicle registration information through NLETS.

This letter acknowledges that a contract to perform automated enforcement between the City of \_\_\_\_\_, Florida and American Traffic Solutions, Inc., is in force. As a requirement of and in performance of that contract between the City of \_\_\_\_\_, Florida and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets for motor vehicle data on our agency's behalf.

☒ This program will operate within the \_\_\_\_\_ environment under partner ORI \_\_\_\_\_.

Please accept this letter as authorization from the \_\_\_\_\_ Police Department for American Traffic Solutions, Inc. to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between the City of \_\_\_\_\_, Florida and American Traffic Solutions, Inc. and such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the \_\_\_\_\_ Police Department.

**SUBSCRIBER INFORMATION**

**Subscriber Agency/Name**

**Nlets Agency ORI**

**Name/Title of Authorized**

**Representative**

**Mailing Address**

**Telephone**

**Fax**

**Email**

**Signature of Authorized**

**Representative**

**Date Signed**

**EXHIBIT E**  
**RETENTION SCHEDULE\*\*\***

*[This schedule to be completed by Customer in conformity with their applicable state and local law prior to execution of the Agreement.]*

<b>Type of Record</b>	<b>Minimum Verra Mobility Retention Period</b>
Violation Images* (including video clips and related metadata)	6 months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	30 days from Event capture date
Warning Notice Images (including video clips and related metadata)	6 months from issuance date
Individually Identifiable Violation Records*	5 fiscal years from payment or final adjudication
Individually Identifiable Non-Violation Records**	3 years days from Event capture date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	1 year from date of correspondence
Camera System, Calibration/Certification Records	1 months from payment or final adjudication of an applicable Violation
Maintenance Records	1 month from payment or final adjudication of an applicable Violation
Other Program Records	3 years from termination of the Agreement

\* Violation Image: an image of a Violation issued as a Citation.  
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

\*\* Non-Violation Image: an image of an Event not issued as a Citation.  
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

\*\*\* Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.

**This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into the BOS. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data or to any ALPR images, metadata, or other ALPR related data.**

**EXHIBIT F**  
**FORM PARTICIPANT AGREEMENT, THE SUBMERCHANT AGREEMENT, AND**  
**PAYMENT PROCESSING APPLICATION\***

\* All banking documents/agreements are contemplated to be included in Exhibit F as an attached zip file titled Exhibit F Banking Documents.zip