

ORDINANCE NO. 2022 - 4

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PHOTO RED LIGHT AND SPEED ENFORCEMENT PROGRAM WITH AMERICAN TRAFFIC SOLUTIONS, INC., DBA VERRA MOBILITY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Parma Heights (“the City”) previously entered into an Agreement (“Agreement”) with Red Flex Traffic Systems, Inc., pursuant to Ord. No. 2009-20, which Agreement was further amended pursuant to authorization in Ord. No. 2010-32; and,

WHEREAS, Red Flex Traffic Systems, Inc., is the predecessor company of American Traffic Solutions, Inc. dba Verra Mobility, responsive to the City’s request for proposals (RFP) to perform personal services to install and operate a photo red light and speed enforcement program, in accordance with law, pursuant to an Agreement attached as Exhibit A.; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. In accordance with the Charter and ordinances of the City of Parma Heights, the Mayor is authorized and directed to enter into an Agreement between the City of Parma Heights and American Traffic Solutions, Inc. dba Verra Mobility, in the form as identified as Exhibit “A” attached hereto, and made a part hereof as though fully rewritten.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Ordinance is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality and for the further reason it is necessary for the City to initiate and utilize the technical expertise and resources of Verra Mobility to re-install and operate the photo enforcement program, and to enhance public safety; wherefore, this ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: 3.14.22 _____
Thomas Rounds
PRESIDENT OF COUNCIL
THOMAS ROUNDS

ATTEST: [Signature] _____
CLERK OF COUNCIL
3.14.22 _____
APPROVED

FILED WITH
THE MAYOR: 3.14.22 _____
Marie Gallo
MAYOR MARIE GALLO

PROFESSIONAL SERVICES AGREEMENT:
RED LIGHT AND SPEED SAFETY CAMERAS

This Professional 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 Parma Heights, Ohio ("Customer").

WHEREAS, Customer desires to implement a photo enforcement program to enforce traffic violations (the "Program") in accordance with City Code Chapter 315 and Ohio Revised Code Chapter 4511;

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

WHEREAS, Customer selected Verra Mobility to provide services to implement and carry on the Customer's Program;

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

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as 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 cover page ("Effective Date").

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF PARMA HEIGHTS, OHIO

By: _____

Name:
Title:

Jonathan Baldwin
EVP, Government Solutions

4/12/22
Date

By: _____

Name: *Marie Gallo*
Title: *Mayor*

4-14-2022
Date

ATTEST:

By: _____

Name: *Nora Neel*
Title: *Court Clerk*

Date
4-14-2022

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.
[Signature]
DIRECTOR OF LAW

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 or a traffic intersection 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 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 on an Approach with one (1) to four (4) contiguous lanes, depending on the Camera System configuration, which records such data with one (1) or more images of such vehicle. “Camera System”, where the context requires, also includes any enclosure or cabinet, wiring, and related appurtenances in which the equipment is stationed. “Camera System” may refer to either a Red Light Safety Camera System, Fixed Speed Safety Camera System, Handheld Speed Safety Camera System or Mobile Speed Safety Camera System, depending on the context.

“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 BOS.

“Communication Device”: means either an in-vehicle (mountable), portable, or mobile (battery operated) modem.

“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.

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

“Handheld Speed Safety Camera System”: A handheld speed photo-traffic monitoring device that uses Lidar technology to capture the speed of a motor vehicle and generates recorded images of an Event.

“Laws”: all federal, state, or local, laws, ordinances, regulations, and judicial orders.

“Mobile Speed Safety Camera System”: A Camera System, which is capable of capturing speed Violations, installed in a Verra Mobility-provided vehicle.

“Notice to Proceed”: Written confirmation from Customer that Verra Mobility may proceed with the installation 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.

“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**.

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

“Violation”: A failure to obey an applicable traffic law or regulation, including, without limitation, 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

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. ADDITIONAL SERVICES:

Verra Mobility shall provide the additional services set forth on **EXHIBIT B**, Section 3, subject to the additional terms and conditions specified therein.

4. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years beginning on the first day of the month following the first-issued Citation from the last Camera System that is installed or deployed, or if no Camera System is installed after the Effective Date of this Agreement the term is five (5) years from the Effective Date of this Agreement. This Agreement may be extended for consecutive up to two (2) consecutive two (2) year terms, subject to mutual review and renewal of the Fee

schedule (Exhibit A) one hundred and twenty (120) days prior to the expiration of this Agreement. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the then-current 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,.
- 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.
- 5.4 Verra Mobility's Per Citation Fees will be fixed for the first term of this Agreement based upon Service Fee Schedule, EXHIBIT A; thereafter, unit prices may be increased pursuant to Item 4 (Term extension) based in part upon the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Customer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.

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 Back-office System. If required by public records law and when necessary to document violations, Verra Mobility may be under an 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. If Verra Mobility is required by law to provide information to a third party, Customer shall review and approve Verra Mobility directly disclosing such information. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable, but rather the parties' agree to abide by public records law.

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, where appropriate, 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 but rather the parties' agree to abide by public records law.

8. OWNERSHIP OF SYSTEM:

Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Back-office System, and provided for use by the Customer under the terms and conditions of this Agreement. 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 license to use the Back-office System.

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 Back-office System, 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.

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,] or (ii) any claim, action or demand (a "Claim") caused by Customer's failure to perform its obligations under this Agreement.

9.2 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.

9.3 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 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 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage. Further, Umbrella Liability with limits not less than \$2,000,000.00 in aggregate for bodily injury and property damage, in excess of item 10.1 and 10.3.
- 10.4 Customer shall be named as additional insured on the commercial general liability policy provided by Verra Mobility under this Agreement.
- 10.5 Certificates showing Verra Mobility is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to Customer within thirty (30) calendar days after the Effective Date of this Agreement.
- 10.6 Customer shall be responsible for vehicle insurance coverage for the vehicle and all installed equipment, on any vehicles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage. Additionally, Customer shall maintain: Worker's Compensation coverage as required by applicable state law; Employer's Liability Insurance; and Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability. Customer will provide certificates of insurance, listing Verra Mobility Corporation as additional insured on the commercial general liability policy. 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, 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 BACK-OFFICE SYSTEM, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH BACK-OFFICE SYSTEM OR CAMERA 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 Ohio.

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. Failing

resolution through mediation the parties may pursue resolution through other mutually agreed upon means or through a court of competent jurisdiction.

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.

15. TERMINATION:

15.1 Verra Mobility's services may be terminated:

- (i) By mutual written consent of the parties or for good cause shown due to material changes in statutory law, administrative regulation, or judicial determination to prohibit or substantially restrict the operation of camera systems or notification of violations; or
- (ii) 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; or
- (iii) For the convenience of the Customer, upon one hundred and eighty (180) days prior notification.
- (iv) For Legal Reasons, by either party in the event the Customer's use of Camera Systems is rendered unlawful or substantially restricted pursuant to applicable state law and after the exhaustion of all legal action, if any, by the Customer and/or Verra Mobility seeking to overturn the state law that rendered the use of the Camera Systems unlawful or substantially restricted. However, the Customer shall have no obligation to pay Verra Mobility a fee for any period when it is unlawful to issue citations, unless a court issues a stay on the implementation of the new legislation. The term of the Agreement shall be suspended during any period in which the Customer is not obligated to pay Verra Mobility and such time period shall be added to the term of the Agreement once it becomes lawful or no longer substantially restrictive for the Customer to issue Citations. If the State legislation rendering the use of the Camera Systems unlawful or substantially restrictive is ultimately implemented with no right to appeal, the Customer or Verra Mobility may terminate the Agreement. Verra Mobility and the Customer understand the need to mitigate damages that may be incurred by the parties due to any such premature termination and therefore the Customer shall not require Verra Mobility to upgrade or replace any of the existing red light camera systems, other than what is needed to make the Camera Systems operational, until the current litigation in the state of Ohio is resolved to the satisfaction of both parties. Verra Mobility will complete the interface of the back-

office system with the municipal court that was already started to comply with current Ohio law. In the event of termination pursuant to this Section 15.1(iv), the Parties shall take the following actions set forth in Section 15.2 below, which survive termination during the wind-down period. This Section 15.1(iv) shall not apply to this Agreement or any Camera Systems grandfathered under state or federal legislation.

- (v) In the event of termination of this Agreement prior to the end of its term due to Customer convenience or breach, Customer shall pay Verra Mobility an early termination fee based on formula equivalent to One Thousand per month per Red Light Speed Safety Camera System, per Fixed Speed Safety Camera System, and per Mobile Speed Safety Camera System, multiplied by the number of months remaining in the initial Term amortized monthly over sixty (60) months on a straight-line basis.

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 Back-office System for Customer's Program and upon such termination, the Back-office System, including violationinfo.com or other offered violator accessible website, 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, Verra Mobility has 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, upon termination of this Agreement Verra Mobility shall remove the Photo Enforcement Infrastructure, at its own expense, as installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal. Customer shall not charge Verra Mobility storage fees for the hardware and equipment described and to be removed during the initial ninety (90) day removal period. 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. Verra Mobility shall provide Customer shipping materials to return the Handheld Speed Safety Camera Systems and/or Communications Devices. Upon receipt of the shipping materials, Customer shall promptly return the Handheld Speed Safety Camera Systems and/or Communications Devices to Verra Mobility. In the event that Customer fails to return the Handheld Speed Safety Camera Systems and/or Communications Devices within the specified time period or in the event that damage occurs to the Handheld Camera Systems and/or Communications Device as a result of not using the provided shipping materials, Customer shall be charged the value of such Handheld Speed Safety Camera Systems and/or Communications Devices.

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 and maintaining 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:

Verra Mobility shall provide a list of subcontractors it plans to use for the Customer's program for the consent of the Customer, which consent shall not unreasonably withheld or delayed.

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. 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.

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.

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, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by the parties. Such causes may also include suspension of services due to changes in the regulatory law, judicial action, or restraint that enjoins the enforcement operation or citation for violation. 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 within the control of the Customer (and as to the Customer) is not an event of Force Majeure but utility disruption due to traffic accident is such an event. 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. TAXES:

At the time of execution of this Agreement, it is the understanding of the parties that Verra Mobility's services provided hereunder may be subject to federal, state or local taxes including but not limited to excise, sales, use, property or similar taxes or charges. Customer agrees to reimburse Verra Mobility for any such tax or charge if charged against Verra Mobility. If incurred, such taxes or charges will be invoiced at any time once incurred.

22. 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, first class mail, Federal Express, or by certified mail to the parties at the following addresses:

City of Parma Heights
6281 Pearl Road
Parma Heights, OH
Attn: Mayor

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

23. 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.

24. AMENDMENTS TO THE AGREEMENT:

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

25. 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.

26. 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, 23 and this Section 26.

27. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties.

28. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may request authorization from the Customer to 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 28, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. 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 systems 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, nonsublicensable, 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, 22, 23 and this Section 28, shall not apply to any such pilot.

29. 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.

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EXHIBIT A
SERVICE FEE SCHEDULE

1.0 **Description of Pricing**

Fees are based on per camera and are as follows:

Product Description	Fee*
Red Light Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed.	\$33.00 per paid Citation
Fixed Speed Safety Camera System – the Parties shall mutually agree on the number of Cameras Systems installed.	\$33.00 per Paid Citation
Mobile Speed Safety Camera System – the Parties shall mutually agree on the number of vehicles and Cameras Systems provided.	\$33.00 per Paid Citation
Handheld Speed Safety Camera System – the Parties shall mutually agree on the number of Cameras Systems provided.	\$33.00 per Paid Citation
Subsequent Notices Mailing Fee: For any additional notices sent by first class mail required by the Customer or required by Law in excess of the standard set of notices described in subsection 1.2.3 of Exhibit B below, Verra Mobility will charge the Customer a Subsequent Notices Mailing Fee.	\$2.00 per notice per page
Video Retrieval Fee: If Customer is unable to do so itself, Verra Mobility shall retrieve a reasonable number of videos at no cost to Customer. Note: Customer shall have unlimited ability to self-retrieve video at no cost to Customer through the Enhanced Video Services.	
Service Fees: All service Fees per Camera System above includes all costs required and associated with a Camera System installation, routine maintenance, use of Back-office System for back-office operations and reporting, Event processing services, DMV records access, first class mailing of Citations with return envelope, first class mailing of second notice (as needed), 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. Any required certified mail, or other special mailing, is not included and the fee is extra and will be billed per unit as published by the US Postal Service.	
*Fee Per Paid Citation – Assumptions. This pricing option is based on the assumption the Customer and its law enforcement agency will in good faith enforce all valid violations and employ all reasonable measures provided by law to collect unpaid violations.	

2.0 **Optional Collection 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 thirty (30) 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 Prior to installing a Camera System, Verra Mobility may conduct a statistical analysis of each Approach being considered for a Camera System or Camera Systems ("Site Selection Analysis") to assist Customer in determining which Approaches will be the most beneficial to Customer in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering and construction feasibility assessment. Camera System installations will be based on mutual agreement by Customer and Verra Mobility. Verra Mobility makes no representations or warranties that any Violation rate estimates will be predictive of actual future traffic Violation rates.
- 1.1.4 Verra Mobility will install Camera System(s) at a number of Approaches to be mutually agreed upon between Verra Mobility and Customer after completion of Site Selection Analysis and as reflected in a written Notice to Proceed. In addition to any initial installation of Camera Systems, 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.
- 1.1.5 Site installation plans shall be prepared under the supervision of, approved and sealed by a licensed professional engineer.
- 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 Communications Department will assist Customer with public information content and outreach campaign strategies.
- 1.1.8 Verra Mobility agrees to provide a secure website (www.violationinfo.com) or Verra Mobility offered 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. Verra Mobility will also allow for violations to be paid by credit card, phone and/or by mail to a lockbox. Verra Mobility's website will provide violator information on payment options, and provide a toll free telephone number and an email inquiry format.

- 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 Camera System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.
- 1.1.11 If Customer is using Verra Mobility facilitated 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 If Customer is using Verra Mobility facilitated lockbox or epayment services, Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of \$5.00 or to 5% of the total payment, 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.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2 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.
- 1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, first and second notice printing and mailing per Violation, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. 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**.
- 1.2.4 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.
- 1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without prior approval by Customer but all substantive changes must be approved.
- 1.2.7 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.
- 1.2.8 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.

- 1.2.9 During the twelve (12) month period following the installation 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 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.
- 1.2.10 In those instances where damage to a Camera 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.
- 1.2.11 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:
- 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 thirty (30) 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. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off.
- 2.1.4 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, which may include among others a participation agreement and submerchant agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.
- 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), State Department of Motor Vehicles, or appropriate authority 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) and as may otherwise be provided or required by any provision of applicable state law. In addition to the Verra Mobility DMV Services Subscriber Authorization, Customer shall execute agreements or applications as requested by Verra Mobility with departments of motor vehicle to provide Verra Mobility with access to motor vehicle data.
- 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. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules.
- 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.
- 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, and Customer shall not use the Camera Systems or BOS 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.
- 2.1.12 Customer shall process each Event in accordance with state law and/or municipality ordinances within five (5) business days of its appearance in the law enforcement review queue, using 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.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 All Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Camera System to a new Approach after initial installation, the cost to relocate the System shall be first determined and borne by Verra Mobility, subject to reimbursement by agreement from the Customer.
- 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 Camera System. If the Camera 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 Camera 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 Camera System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a Camera System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.
- 2.2.4 Verra Mobility will design, fabricate and install camera warning signs required by Law, at its cost, subject to prior review and approval by Customer, for purposes of operating the Program. Customer shall be responsible for maintaining such signage.
- 2.2.5 Customer understands that proper operation of the Camera System requires access to traffic signal phase connections. Customer, therefore, shall provide free access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by Customer.
- 2.2.6 Customer understands that proper operation of the Camera System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide free access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture, if required for the proper operation of the Camera System.
- 2.2.7 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 Camera 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.

- 2.2.8 Customer shall approve or reject Verra Mobility submitted plans as soon as practical, within review periods prescribed by law. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed thirty (30) days for plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.
- 2.2.9 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 Camera 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.
- 2.2.10 Customer understands and agrees that time is of the essence and that public safety is at issue and 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.
- 2.2.11 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, as permitted. 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.
- 2.2.12 Customer shall allow Verra Mobility to build needed infrastructure into any existing Customer-owned easement.
- 2.2.13 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.
- 2.2.14 Customer shall only use Verra Mobility provided vehicles for purposes of the Mobile Speed Safety Camera System Program.
- 2.2.15 Customer shall be responsible for title, registration, inspection, and insurance of the vehicle in which Mobile Speed Safety Camera Systems are installed, and Customer shall maintain the vehicle in which Mobile Speed Safety Camera Systems are installed in accordance with EXHIBIT F.
- 2.2.16 Customer shall only permit Customer's employees who hold valid driver's licenses to operate the vehicles in which Mobile Speed Safety Camera Systems are installed.
- 2.2.17 Customer hereby to the extent permitted by law 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 Mobile Speed Safety Camera Systems or the vehicle in which they are installed, (b) Customer's misuse of or failure to maintain the vehicles in which the Mobile Speed Safety Camera Systems are installed; (c) Customer's violation of any Laws applicable to the Mobile Speed Safety Camera Systems or the vehicle in which they are installed; and (d) any breach of this Agreement by Customer related to Customer's use of the Mobile Speed Safety Camera Systems or the vehicle in which they are installed.

2.2.18 Customer shall notify Verra Mobility within twenty-four (24) hours of detecting any performance issues with a Mobile Speed Safety Camera System or the vehicle in which a Mobile Speed Safety Camera System is installed. Verra Mobility shall use its best efforts to repair a Mobile Speed Safety Camera System within seventy-two (72) hours of notification, and Customer shall use its best efforts to repair the vehicle within seventy-two (72) hours of detection.

2.3 COURTS OPERATIONS

2.3.1 Customer is responsible for the 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. Customer may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.

2.2.1 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 BOS Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Customer is responsible for the cost of development of any such court interface, including any costs charged by a third-party vendor. 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. ENHANCED VIDEO SERVICES

3.1.1 For any Red Light Camera System and Fixed Speed Camera System, Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval, live video viewing, and live video streaming at certain mutually agreed upon Approaches ("Enhanced Video Services"). 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.

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.

The 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; and (iv) streaming video is limited to 10-minute sessions. After 10 minutes, users will be prompted to reconnect.

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and _____ ("Customer"), dated as of [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 Camera Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a Camera 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 and there are no supply-chain problems with obtaining the Camera System or any of its component parts.

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 Camera System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Camera Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution/ Communication Device

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 Camera Systems for the above listed Approaches. Customer agrees that the Camera System authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

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

[CUSTOMER]

By: _____
 Name: _____ Date _____
 Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

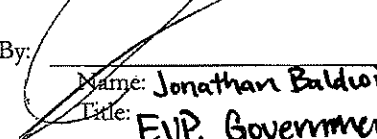
By:  _____
 Name: Jonathan Baldwin Date: 4/12/22
 Title: EVP, Government solutions

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: _____

[DATE]

Nlets
 1918 W. Whispering Wind Dr.
 Phoenix, AZ 85085

Attn: Frank L. Minice, Executive Director/CEO
Re: Authorization for American Traffic Solutions, Inc. to Perform MVD/DMV Inquiry

Dear Mr. Minice:

The _____ Police Department authorizes the City of _____ to use the _____ Police Department ORI _____ for the limited purpose of obtaining vehicle registration through Nlets. This letter acknowledges that a contract to perform automated enforcement between the City of _____ and American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), is in force. As a requirement of and in performance of that contract between the City of _____ and Verra Mobility, it will be necessary for Verra Mobility to access Nlets for motor vehicle data on our agencies behalf.

Please accept this letter as authorization from the _____ Police Department for Verra Mobility to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between the City of _____ and Verra Mobility; 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			
Agency ORI			
Name/Title of Authorized Representative			
Mailing Address			
Telephone		Fax	
Email			
Signature of Authorized Representative			
Date Signed			

EXHIBIT E
RETENTION SCHEDULE

Type of Record	Minimum Verra Mobility Retention Period
Violation Images* (including video clips and related metadata)	36 months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	30 days from Event capture date
Individually Identifiable Violation Records*	36 months from payment or final adjudication
Individually Identifiable Non-Violation Records**	30 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
Maintenance Records	36 months 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.

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

EXHIBIT F
VEHICLE MAINTENANCE SCHEDULE

1. Vehicle Maintenance – Customer shall:
 - 1.2. 90 days: Perform oil changes
 - 1.3. Rotate tires, as needed
 - 1.4. 180 days or sooner, if required: Change air filter
 - 1.5. Annual: Transmission service
 - 1.6. As required: Any service required or recommended beyond the above must be approved by Verra Mobility in advance.
 - 1.7. Documentation is required on all services and must be kept for the term of the agreement.

2. Customer's drivers shall complete a Customer defined daily vehicle inspection checklist for all vehicles to be deployed daily. Customer shall require drivers to notify Customer's Program manager immediately of any damage of, accident involving, maintenance required of, or concern with respect to a vehicle or a Mobile Speed Safety Camera System.

3. Battery life
 - 3.2. Vehicle manned: Idling vehicle keeps batteries charged.
 - 3.3. Vehicle unmanned: 1 hour drive time supports 8 hours of service time, unless battery is fully depleted. Recharge requires 8 hours if drive time is insufficient.