

PHOTO ENFORCEMENT SERVICES AGREEMENT:
RED LIGHT AND MOBILE SPEED SAFETY CAMERA SYSTEMS

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 Commerce, City, Colorado (“City”).

WHEREAS, City desires to implement an automatic vehicle identification system (AVIS) to enforce violations (the “Program”) in accordance with Section 42-4-110.5 of the Colorado Revised Statutes- Automated vehicle identification systems.;

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

WHEREAS, City 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, City 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:

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 COMMERCE CITY, COLORADO

By: 	7/12/24	By: _____
Name: Jon Baldwin	Date	Jason Rogers, City Manager
Title: EVP, Government Solutions		

APPROVED AS TO FORM:

ATTEST:

By: _____	By: _____
John-Patrick Sansom, Assistant City Attorney	Dylan A. Gibson, City Clerk

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 City 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. **“Camera System”** may refer to either a Red Light Safety Camera System or a Mobile Speed Unit Safety Camera System, depending on the context.

“Change Order Notice”: Written notice from City 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 City 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 City to Verra Mobility for equipment, services, and maintenance as set forth in EXHIBIT A.

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

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

“Notice to Proceed”: Written confirmation from City 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 City’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**.

“Mobile Speed Unit Safety Camera System”: A Camera System, which is capable of capturing speed Events, capable of being moved from a Designated Safety Zone to another.

“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 City’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. CITY AGREES TO PROVIDE:

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

3. (if applicable) ADDITIONAL SERVICES: [Reserved]

4. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of three (3) years from the Effective Date, unless new Camera Systems are provided subsequent to the Effective Date, then the term shall continue for three (3) years from the first day of the month following the first-issued Citation from the last Camera System that is installed or deployed pursuant to the last Notice to Proceed delivered by City to Verra Mobility. This Agreement will automatically extend for up to two (2) consecutive one (1) year terms. Under no circumstances will the term of this agreement extend beyond five (5) years from the Effective Date. However, City 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 one hundred twenty (120) days prior to the expiration of the then-current term.

5. FEES AND PAYMENT:

- 5.1 City 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 City shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days after receipt and approval of invoices submitted by Verra Mobility. Late payments may be subject to interest calculated at 1.5% per month on open balances.
- 5.4 Verra Mobility's Fees will be fixed for the first twenty-four (24) months the City is invoiced under the Agreement; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twenty-four (24) months in the CPI for All Urban Consumers (CPI-U) for U.S. Consumer 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 City 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 City 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-City requesting parties. For any non-City requests for information, Verra Mobility shall work collaboratively with City to provide requested information in a timely manner to City. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

7. CONFIDENTIALITY:

No information given by Verra Mobility to City 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, City shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as City treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. City 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 City 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, City 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, City 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. City will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and City 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 System: 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 City. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire" for City. City 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 City, Verra Mobility grants City a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of City 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, City 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 City 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 City a perpetual, revocable, non-transferable, and non-exclusive license to use, copy, display, and distribute the Public Safety Campaign Content solely to promote City'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, City 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 ("City Content") solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to City. City has the ability to approve use of any City 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 City 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 City'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 City and its managers, officers, directors, employees, agents, representatives and successors (individually, a "City Party" and collectively, the "City Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any City 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 City Party or (ii) any claim, action or demand (a "Claim") caused by City's failure to perform its obligations under this Agreement.
- 9.2 Indemnification Procedures. In the event of any Claim in respect of which City seeks indemnification from Verra Mobility, City shall give Verra Mobility written notice of such Claim promptly after the City 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. City shall cooperate in the defense or settlement of any Claim.
- 9.3 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of \$1,000,000 or the prior twelve (12) months of Fees paid by City 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 City.

- 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 City 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 City within thirty (30) calendar days after City request.

City 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 City employees or Verra Mobilitys. Coverage will include liability and collision damage and shall provide 100% coverage.

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 BOS, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CITY 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 Colorado.

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. Any obligation of the City to pay court costs or attorney fees pursuant to this Section shall be subject to the appropriation of funds by the City Council for such purpose.

14. CHANGE ORDERS:

City 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 City a Change Order Proposal. Following City’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. 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) 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 City 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 City written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where City'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 City 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.
- (iii) In the event of termination of this Agreement prior to the end of its term for any reason, except material breach by Verra Mobility or non-appropriation of funds by the City pursuant to Section 15.4, for any new Camera System installed after the Effective Date of this Agreement, City shall pay Verra Mobility an early termination fee based on an amount of \$180,000 per Red Light Safety Camera System and \$115,000 per Mobile Speed Unit Safety Camera, amortized over sixty (60) months on a straight-line basis for the cost of construction and installation of the Camera System.
- (iv) City recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. City therefore agrees that any Camera Systems that City 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 City terminates or suspends a Notice to Proceed. If a Camera System is removed prior to the end of the term, City shall pay the early termination fee applicable to such Camera System as set forth in Section (iii) above.
- 15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that City 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) City 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 City'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, City 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, City shall be deemed to accept full ownership and control of the Photo Enforcement Infrastructure. Upon City'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 City'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 City 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 City, Verra Mobility shall cease processing Events as of the date of termination.

15.4 Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds insufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any Work Order, sub-agreement, attachment, schedule, or exhibit thereto, by the City.

16. LIMITED AGENCY:

City hereby grants Verra Mobility the authority to act on its behalf as a limited agent of City, 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 City. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and City.

17. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement in accordance with the Notice requirements of this Agreement.

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. City represents and warrants to Verra Mobility that the data retention schedule provided by City complies with the laws applicable to City. 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 City with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where City 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 City with respect to such data. City acknowledges that DMV data source

providers may require City to enter into licensing agreements with the DMV data source providers in order for City 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 City.

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 City. 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 City 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 Commerce City, Colorado	American Traffic Solutions, Inc.
7887 E. 60 th Avenue	1150 North Alma School Road
Commerce City, CO 80022	Mesa, Arizona 85201
Attn: Chief of Police	Attn: Government Solutions Legal Department
Cc: City Attorney's Office	
Cc: Director of Information & Technology 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 for City to consider and, if so desired, City may procure from Verra Mobility the new technologies through an amendment to this 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. City 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 City or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems ("City 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 City, Verra Mobility grants to City 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. City 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. SUBJECT TO ANNUAL APPROPRIATION:

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 12, Chapter XII of the Charter of the City of Commerce City. Verra Mobility acknowledges and accepts that nothing herein shall constitute or be deemed to constitute the creation of any kind of multiple fiscal-year debt, liability, or financial obligation of the City. Further, Verra Mobility acknowledges and accepts that no provision of this Agreement shall be construed to create any kind of obligation of future monetary appropriations by the City Council of Commerce City that may run contrary to Article X, § 20 of the Colorado Constitution, or any other constitutional, statutory, or Charter debt limitation. Verra Mobility acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year, and further acknowledges that the City has made no promise that it will pledge adequate cash reserves on a fiscal-year by fiscal-year basis, notwithstanding any provision of this Agreement that may be construed to the contrary. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation or liability of the City which may arise under this

Agreement in any fiscal year after the date of execution, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

29. GOVERNMENTAL IMMUNITY

No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

30. ACCESSIBILITY

- 30.1 Verra Mobility will comply with and the Services provided under this Agreement will be in compliance with all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* (“Accessibility Standards”), as established by the State of Colorado Office of Information and Technology (“OIT”) pursuant to § 24-85-103(2.5) C.R.S. Verra Mobility will also comply with all State of Colorado technology standards related to technology accessibility with Level AA of the most current version of the Web Content Accessibility Guidelines (“WCAG”), incorporated in the State of Colorado technology standards.
- 30.2 The City may require the Verra Mobility’s compliance to the State of Colorado’s Accessibility Standards to be determined by a third-party selected by the City to attest to the Verra Mobility’s Services complying with §§ 24-85-101, *et seq.*, C.R.S., and the Accessibility Standards established by OIT.
- 30.3 Verra Mobility will indemnify and hold harmless the City, its elected officials, officers, employees, and agents (“Indemnified Parties”) against all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including reasonable attorney’s fees and related costs) incurred by any of the Indemnified Parties in relation to Verra Mobility’s failure to comply with §§ 24-85-101, *et seq.* C.R.S. or the Accessibility Standards established by OIT.

31. SERVICE LEVEL AGREEMENT

Verra Mobility acknowledges and agrees to the terms and conditions contained in the IT Service Level Agreement Appendix, attached as **EXHIBIT G** and incorporated by reference.

32. 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.	\$4,950 Fixed Fee per Month per Camera System
Mobile Speed Unit Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed.	\$8,500 Fixed Fee per Camera System per month
Subsequent Notice Mailing Fee- For any additional notices sent by first-class mail required by City or required by law in excess of the standard set of notices as described in Subsection 1.2.3 of Exhibit B, Verra Mobility will charge City a Subsequent Notices Mailing Fee.	\$2.00 per page per notice
Service Fees: 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 EXHIBIT B , e-payment processing (excluding user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees), 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.	
Verra Mobility’s monthly fee includes postage for the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B. Certified mail or other mailings 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.	
Verra Mobility’s Fees anticipate a standard BOS configuration and a standard suite of notices as described in Subsection 1.2.3 of EXHIBIT B. For configuration or Program customization work in excess of the standard BOS configuration, Verra Mobility shall provide City with an hours estimate and, upon approval by City for the work, shall invoice City \$200 per hour for such additional configuration or Program customization. City and Verra Mobility recognize the standard BOS provided, or to be provided, by Verra Mobility to City 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 BOS to City at no additional charge, unless additional configurations or Program customization are requested by City then the fee for additional configuration or Program customization will apply.	

2.0 **Optional Collection Services:**

In the event that City 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 City, 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 City elects to have Verra Mobility provide collections services, City shall so notify Verra Mobility in writing. City agrees that, once Verra Mobility's collections services are elected, City 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 City as outlined in this Agreement, excluding those items identified in Section 2 titled “City Scope of Work”. Verra Mobility and City 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 City , unless otherwise specified, City shall not charge Verra Mobility for the cost.
- 1.1.2 City 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 City 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 City or required by laws applicable to City .
- 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 City 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.

1.2 **VERRA MOBILITY OPERATIONS**

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the City's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide City with a one-time warning period up to thirty (30) days in length following the installation and activation of each installed Camera System. City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days per Camera System, City shall be responsible for the normal monthly Fee.
- 1.2.3 Verra Mobility shall provide City 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 City 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 City's Business Rules.
- 1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by City.
- 1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with City and use such records to assist City in processing Citations. Verra Mobility reserves the right to pass-through to City any cost increases imposed on Verra Mobility by DMV data sources.
- 1.2.8 The BOS shall provide City 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 City, Verra Mobility reserves the right to modify the suite of standard program reporting available to City, so long as such change

applies generally to City s 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 or deployment of the first Camera System, upon Verra Mobility 's receipt of a written request from City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide City with or train a City 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. City shall use its best efforts to obtain judicial notice as soon as possible. If Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, City 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 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 City shall bear the cost of repair equally with City reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, City negligence, etc. City shall reimburse Verra Mobility for the cost of repair.
- 1.2.11 Verra Mobility shall provide a help-line to assist City with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

2. CITY SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, City shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all City stakeholders, including:
- A project manager with authority to coordinate City 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 City 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 City 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. City shall make every effort to adhere to the Project Time Line.
- 2.1.3 As requested from time to time by City , Verra Mobility will provide City with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. City shall review the Citation and other notices to ensure conformity with the Laws applicable to City. Except as outlined in Section 1.2.6, Verra Mobility shall not implement changes to the Citation or other notices without City's prior review and sign-off. City is responsible for the content of its Program notices, including but not limited to Citations.
- 2.1.4 City shall direct the law enforcement agency to execute the Contractor 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 City 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 City to provide Verra Mobility with a unique City ORI. In order to access certain state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between City and the state DMV may be required by City, including agreements requiring City to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, City shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If City 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.
- 2.1.5 City shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. City's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of City's Program with applicable laws. Verra Mobility shall not be liable for City'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.
- 2.1.6 City 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 City in writing of the change in Law and, if applicable, City's Business Rules have been

updated by City. In the event of a change in Law, excluding a change in City's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to City . 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 City, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide City with a Fee increase consistent with Verra Mobility's increased operating cost, and City shall be obligated to pay such increased Fees.

- 2.1.7 City 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.
- 2.1.8 Once a Notice to Proceed is granted to Verra Mobility in writing, City shall not issue a stop work order to suspend activity on the implementation process, unless City reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.9 City will comply with all applicable Laws relating to its conduct with respect to the Program. City 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.
- 2.1.10 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.
- 2.1.11 City 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 City fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow City to issue a notice or Citation within statutory timeframes.
- 2.1.12 In the event that remote access to the BOS is blocked by City network security infrastructure, City 's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.
- 2.1.13 City 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 City requests that Verra Mobility move a Fixed Camera System after initial installation, City 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, City 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 City 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, City 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, City shall notify Verra Mobility of any such construction.
- 2.2.4 City will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If City cannot provide such signage, Verra Mobility will do so, and City shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, City shall remain responsible for maintaining such signage in compliance with applicable Laws. City is responsible for determining the placement/location of signs in compliance with applicable Laws.
- 2.2.5 City understands that proper operation of the Red Light Camera Systems requires access to traffic signal phase connections. City, therefore, shall provide access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of City, it shall be City'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 City.
- 2.2.6 City understands that proper operation of the Red Light Camera System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. City, therefore, shall provide 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 System.
- 2.2.7 City 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 City'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 City . Verra Mobility may agree to cover these upfront costs and separately bill City through the monthly invoice over a period not to exceed one year. If existing

power sources are not immediately available, City 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, City shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of City, it shall be City'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 City .

- 2.2.8 City shall approve or reject site plans submitted Verra Mobility within seven (7) business days of receipt. City 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.
- 2.2.9 City, or any department of City, 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. City shall also apply for, when in City's name, or coordinate the application for, when in the name of a City 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 City shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. City 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, City shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within City's jurisdiction. City 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 City shall allow Verra Mobility to build Infrastructure into any existing City owned easement.
- 2.2.13 If use of private property right-of-way is needed, City 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 City as it is expressly excluded from the base fee structure identified in the fee schedule.
- 2.2.14 City shall be responsible for the performance of any engineering or traffic safety studies as may be desired by City or required by laws applicable to City.

Mobile Speed Safety Camera Additional Terms and Conditions:

- 2.2.15 City shall only use Verra Mobility provided vehicles for purposes of the Program.
- 2.2.16 City shall cooperate with Verra Mobility for purposes of title, registration, inspection, and insurance of the vehicle in which Mobile Speed Safety Camera Systems are installed, and City shall maintain the vehicle in which Mobile Speed Safety Camera Systems are installed in accordance with EXHIBIT F.
- 2.2.17 City shall only permit City employees who hold valid driver's licenses to operate the vehicles in which Mobile Speed Safety Camera Systems are installed.
- 2.2.18 To the extent permitted by law, City hereby agrees to indemnify and defend Contractor Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Contractor Party arising out of or related to: (a) City's use of the Mobile Speed Safety Camera Systems or the vehicle in which they are installed, (b) City's misuse of or failure to maintain the vehicles in which the Mobile Speed Safety Camera Systems are installed; (c) City'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 City related to City's use of the Mobile Speed Safety Camera Systems or the vehicle in which they are installed.
- 2.2.19 City 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 or the vehicle in which a Mobile Speed Safety Camera System is installed within seventy-two (72) hours of notification, and City shall use its best efforts to repair the vehicle within seventy-two (72) hours of detection.

2.3 COURTS OPERATIONS

- 2.3.1 City is responsible for the prosecution and adjudication of Citations in accordance with all applicable Laws.
- 2.3.2 City shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.3.3 City shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.
- 2.2.1 Verra Mobility shall provide City 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, City 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 City for the development of any such court interface.

- 2.2.2 City 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** [Reserved]

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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 _____ (“City”), 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.

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

Below is a list of Approaches provided by City, 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 City shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)

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

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

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

COMMERCE CITY, CO

By: _____
Name:
Title:

Date

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name:
Title:

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 _____, Colorado 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 _____, Colorado and American Traffic Solutions, Inc., is in force. As a requirement of and in performance of that contract between the City of _____, Colorado and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access N:ETS 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 _____, Colorado 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 City in conformity with their applicable state and local law prior to execution of the Agreement.]

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
Warning Notice Images (including video clips and related metadata)	30 days from issuance 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
Camera System Calibration/Certification Records	36 months from payment or final adjudication of an applicable Violation
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.

*** Retention period is not applicable upon termination of the Agreement and the data is provided to City 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 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 – City shall:
 - 1.1. 90 days or 6,000 miles, whichever sooner: Perform oil changes
 - 1.2. Rotate tires, as needed
 - 1.3. 180 days or sooner, if required: Change air filter
 - 1.4. Annual: Transmission service
 - 1.5. As required: Any service required or recommended beyond the above must be approved by Verra Mobility in advance.
 - 1.6. Documentation is required on all services and must be kept for the term of the Contract.

2. City's drivers shall complete a City defined daily vehicle inspection checklist for all vehicles to be deployed daily. City shall require drivers to notify City'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
 - 3.1. Vehicle manned: Idling vehicle keeps batteries charged.
 - 3.2. 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.

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EXHIBIT G
IT SERVICE LEVEL AGREEMENT APPENDIX

This Service level Agreement (SLA) is a policy governing the use of the Vendor Software Solution. For clarity, Vendor Software Solution will mean Verra Mobility's Back-Office System.

1. Definitions.

- a. "Business Day" means Monday through Friday.
- b. "Downtime" are periods of time, measured in minutes, in which the Service Offering is Unavailable to the City. Downtime does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described in Exclusions.
- c. "Incident" a period of time in which the City experiences Downtime.
- d. "Maximum Available Minutes" is the total accumulated minutes during a Service Month for the Service Offering.
- e. "Monthly Uptime Percentage" is $(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$.
- f. "Scheduled Downtime" are periods of time, measured in minutes, in which the Service Offering is unavailable to the City and in which the period of time falls within scheduled routine maintenance or planned maintenance timeframes.
- g. "Service Month" is a calendar month at Coordinated Universal Time (UTC).
- h. "Unavailable" and "Unavailability" is when the Service Offering does not allow City usage of the system or degraded use of the system.

- 2. **Service Level Objective.** Software Vendor will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time.
- 3. **Guaranteed Service Level and Credits.** If Vendor fails to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, the City may be entitled to Service Credits. Service Credits are awarded as days of Service Offering usage added to the end of the Service Offerings subscription term at no charge to the City.

Monthly Uptime Percentage	Service Credit in Days
Monthly Uptime Percentage Less than 99.99%	7
Monthly Uptime Percentage Less than 99.0%	14

- 4. **Requesting Service Credits.** In order for Vendor to consider a claim for Service Credits, the City must submit the claim to Vendor's customer support, including all information necessary for Vendor to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable).
 - a. Vendor must receive the claim within 90 days of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, Vendor must receive the claim and all required information by March 31st.

- b. Vendor will evaluate all information reasonably available to Vendor and make a good faith determination of whether a Service Credit is owed. Vendor will use commercially reasonable efforts to process claims during the subsequent month and within 30 days of receipt.
 - c. Vendor will monitor and report Monthly to the City on their software platform availability. Vendor will provide a full root cause analysis document to the City within 1 week of an outage.
5. **Service Maintenance.** Maintenance will take place according to Vendor's prevailing Maintenance Schedule, which may be found on the vendor's public website. Periods may periodically result in the Service Offerings being Unavailable to the City. Downtime falling within Scheduled Routine or Planned maintenance is Scheduled Downtime and is not eligible for Service Credits. Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Vendor. Emergency maintenance falling outside Scheduled Routine or Planned maintenance is eligible for Service Credits.
6. **Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of the Service Offerings, or any other performance issues: a) that result from any actions or inactions of the City; b) that result from City equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Vendor's direct control); c) that result from any maintenance as provided for pursuant to this SLA.
7. **After Hours Emergency Support.** Vendor Help Desk personnel are available via phone for Severity 1 incidents 24X7X365.

8. Response Times.

- a. Vendor will provide a City portal, email address and phone number to submit tickets. This portal will also include a knowledge base system. Vendor Help Desk personnel are available via phone at least Monday-Friday 8am-5pm MST.

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time
Severity 1	Business critical function is down Material impact to City's business No workaround exists	Within 1 hour	Less than 8 hours

Severity 2	<p>Business critical function is impaired or degraded</p> <p>There are time-sensitive issues that materially impact ongoing production</p> <p>Workaround exists, but it is only temporary</p>	1 Business Day	Less than 40 hours
Severity 3	<p>Non-critical function down or impaired</p> <p>Does not have significant current production impact</p> <p>Performance is degraded</p>	3 Business Days	Less than 80 hours

Resolution time is a target, but may not be possible with all reported issues depending on circumstances.

9. **Disaster Recovery/Backups.** Vendor will administer system backup that includes hourly, daily, monthly and quarterly backups. These will be retained for at least 30 days. The City retains rights to all City Content and user data contained in the backups in accordance with this Agreement. The Service Offerings will alert the City Administrator(s) of upcoming scheduled deletions within the system and the City Administrator(s) may delay deletion. Vendor will have City data/system being replicated to a geographically dispersed hot datacenter on at least an hourly basis. Vendor datacenters will be setup with commercial grade datacenter redundancies including Internet Service Provider's, Power Supplies, Host/Storage Clustering and Power Generators.
10. **Security.** Vendor platform will meet industry standard security protocols/standards including NIST, SOC and CJIS (If CJIS data is stored in the system) including 24X7X365 security alerting and monitoring. Vendor will report any security breaches to City within 1 hour of learning of the breach and provide a full report within 1 week of the breach.
11. **Authentication.** Vendor will integrate with the City's existing Azure Active Directory SSO platform. A galleried app registration with Microsoft is preferred but a custom integration with Azure AD using SAML is allowed. Any vendor local user accounts must meet the City password policy requirements.
12. **Payment.** Payment for services will be made upon successful completion of the project including City sign-off unless milestone billing as been agreed to by both parties.
13. **Annual Increases.** New term cost increases will not exceed 3% from the previous service term if the City decides to renew at the end of the term. Any increases for the new term must be

communicated in writing to the City within 90 days of the proposed starting term.

Commerce City Computer Password Policy

PURPOSE

Passwords are an important aspect of computer security. A poorly chosen password may result in unauthorized access and/or exploitation of City resources. All users, including Verra Mobility's and vendors with access to City systems, are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

The purpose of this policy is to establish a standard for creation of strong passwords, the protection of those passwords, and the frequency of change.

SCOPE

The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any City system that resides at any facility, has access to the City's network, or stores any City information electronically.

POLICY, PROCESS, PROCEDURE, or STANDARD

General Requirements

1. All system-level passwords (e.g., root, enable, system admin, and administration accounts) must be changed on at least a quarterly basis.
2. All user-level passwords (e.g., email, web, application, and computer) must be changed at least every six months. If the system contains any CJIS data then passwords must be changed at least every three months.
3. Old Passwords cannot be re-used for a period of six password changes.
4. All user-level and system-level passwords must conform to the *Password Construction Requirements* outlined below.

Password Construction Requirements

All passwords should meet or exceed the following characteristics for strong passwords and not contain any characteristics for poor, or weak passwords.

Strong passwords have the following characteristics:

- Contain at least eight alphanumeric characters.
- Contain both upper and lower case letters.
- Contain at least one number (0-9).
- Contain at least one special character (e.g., !\$%^&*()_+|~-=\` {} []: ";' < > ? , /).
- Password not been used in the past 6 password changes.

Poor, or weak, passwords have the following characteristics:

- Contain less than eight characters.
- Can be found in a dictionary, including foreign language, or exist in a language slang, dialect, or jargon.

- Contain personal information such as birthdates, addresses, phone numbers, or names of family members, pets, friends, and fantasy characters.

- Contain work-related information such as building names, system commands, sites, companies, hardware, or software.
- Contain number patterns such as aaabbb, qwerty, zyxwvuts, or 123321.
- Contain common words spelled backward, or preceded or followed by a number (e.g., terces, secret1 or 1secret).
- Contains the user account name.
- Are some version of “Welcome123” “Password123” “Changeme123”

You should never write down a password. Instead, try to create passwords that you can remember easily. One way to do this is create a password based on a song title, affirmation, or other phrase. For example, the phrase, "This May Be One Way To Remember" could become the password TmB1w2R! or another variation.

Password Protection Requirements

- Passwords should not be shared with anyone, including administrative assistants, managers, co-workers while on vacation, or family member without prior supervisor approval. All passwords are to be treated as sensitive, confidential City information.
- In rare instances, passwords may need to be shared with a member of the Information Technology support staff for system support purposes. If this is required, the password must be changed as soon as possible after the support is provided.
- Passwords must not be inserted into email messages, other forms of electronic communication.
- Passwords must not be revealed over the phone to anyone.
- Do not reveal a password on questionnaires or security forms.
- Do not hint at the format of a password (for example, "my family name").
- Do not write passwords down and store them anywhere in your office. Do not store passwords in a file on a computer system or mobile devices (phone, tablet) without encryption.
- Passwords used to gain access to city systems should not be used as passwords to access non-City accounts or information (e.g., personal ISP account, personal email account, banking website, etc.).
- The IT Department or its delegates may attempt to crack or guess users’ passwords as part of its ongoing security auditing process. If a password is cracked or guessed during one of these audits, the user will be required to change his or her password immediately.
- It is recommended that computers, servers, personal digital assistants, or other computing devices not be left unattended without enabling a password-protected screensaver or logging off the device.
- Any user suspecting that his/her password may have been compromised must report the incident to the Information Technology Department and change all passwords as soon as possible.