

## **PROFESSIONAL SERVICES AGREEMENT**

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 Auburn, Washington (“City”).

WITNESSETH:

WHEREAS, Traffic enforcement is an integral part of traffic safety;

WHEREAS, the City traffic safety and enforcement goals are to encourage compliance with traffic laws and reduce the number of infractions in school zones to improve safety;

WHEREAS, City desires to implement a photo enforcement program to enforce traffic violations within school zones (the “Program”) in accordance with RCW §46.163.170 and Auburn City Code Chapter. 10.42;

WHEREAS, the City identified the need to supplement the traffic enforcement efforts with a photo enforcement program, which must have a cost equal to or less than the program revenues, and aligns with the City’s equity goals;

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

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

WHEREAS, the City issued a Request for Proposals dated on or about January 26, 2021 to which Verra Mobility responded and under which the City awarded this Agreement.

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.

## 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 or deployed upon the mutual agreement of the parties.

**“Axis”** or **“Axis System”**: 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-enforcement 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” refers to the Fixed Speed Safety Camera System-.

**“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 Axis.

**“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.

**“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.

**“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”:** foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

**“Program Revenue”:** Any 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 2.1.2 of EXHIBIT B.

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

**“Violation”:** A failure to obey an applicable traffic law or regulation, including, without limitation, 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. CUSTOMER AGREES TO PROVIDE:**

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

### **3. 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 and may be renewed for up to two (2) two (2) year renewal terms upon the written agreement of the parties.

### **4. FEES AND PAYMENT:**

4.1 City shall pay for all equipment, services and maintenance based on the fee schedule indicated in EXHIBIT A, Service Fee Schedule 1.

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

4.3 City shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission.

4.4 Verra Mobility's Fees will be fixed for the first term (5 years) of this Agreement and thereafter unit prices will be increased annually by 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. City average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.

4.5 Flexible Payment Plan:

- (i) Generally. During the term of this Agreement, City may make monthly payments to Verra Mobility under a Flexible Payment Plan (FPP). Under the FPP, the City is entitled to retain twenty-five (25%) of the collected monthly Program Revenue prior to paying Verra Mobility its monthly Fees and City may defer payments due and owing to Verra Mobility during the term of the Agreement if the Remaining Program Revenue (i.e., the remaining 75% of the monthly Program Revenue collected by City) is insufficient to cover the Fees due Verra Mobility for the month. After every 12 monthly invoices, reconciliation of the FPP will occur and the accrued balance due to Verra Mobility will be set to \$0 after the reconciliation is complete. Any Program Revenue amounts City collects after the term of this Agreement expires shall not be considered in this section 4.5. City agrees and understands that the FPP shall be applied in the aggregate across all installed Camera Systems and will not be applied on a per Camera System basis or on a per month basis.
- (ii) FPP Accounting and reconciliation. For each reconciliation of the FPP, Verra Mobility will provide a separate reconciliation invoice that indicates the outstanding reconciliation amount due from the City. The outstanding reconciliation amount will be calculated by subtracting 75% of the total program revenues collected by the City during the billing period of the last 12-monthly invoices from the total fee due from the same period. If the outstanding reconciliation amount is equal or less than \$0.00, no reconciliation payment will be due and the reconciliation will be complete. If the outstanding reconciliation amount is greater than \$0.00, the City shall pay Verra Mobility the outstanding reconciliation amount and the reconciliation will be complete.
  - a) Monthly Program Revenue equals or exceeds monthly invoice amount. If the amount of program revenue City collects from all Camera Systems combined during the same month less 25% (to account for City's operating expenses) equals or exceeds the amount of the Verra Mobility invoice for the same month, City shall pay Verra Mobility the total amount due on the invoice. Upon full payment of such invoice, City shall be entitled to retain all additional Program Revenue collected.
  - b) Remaining Program Revenue is less than monthly invoice amount. If the total amount of revenue collected from all Camera Systems combined during the same month less 25% (to account for City's operating expenses) is less than the amount of the Verra Mobility invoice for the same month, City shall pay Verra Mobility its collected Remaining Program Revenue for that month and City may defer payment of the remaining invoice balance until the next FPP reconciliation.
  - c) Required FPP accounting information. If opting to use a FPP, City shall provide Verra Mobility with a record of Program Revenue including payments it receives directly or from the Courts and from Verra Mobility to accurately determine the amount of its Program Revenue collected.
- (iii) Reconciliation of Program Revenue and invoice balances owed. Annually throughout the term of this Agreement, City invoice amounts due to Verra Mobility will be reconciled with the Remaining Program Revenue City has collected for the year. If City's collected Remaining Program Revenue exceeds its amounts due pursuant to Exhibit A, City shall be entitled to retain this excess amount

in accordance with applicable law. Annual reconciliations under this paragraph shall be conducted independent of one another and resulting balances in one annual reconciliation shall not be used to compute and shall not otherwise affect any other annual reconciliation or its resulting balance. The first annual reconciliation shall be 12 months from the date of the first-issued Citation.

- 4.6 Flexible Payment Plan – Limitations. Paragraph 4.5 shall not apply if: (1) City elects not to issue a legally enforceable citation to a customer as determined by the City; (2) City elects not to pursue collections on more than ten percent (10%) of unpaid Violations when contractually obligated to do so; (3) City waives and/or fails to timely process more than ten percent (10%) of valid Violations forwarded to the Police for acceptance according to the Business Rules defined by the City prior to the start of the program; (4) City does not provide Verra Mobility with access to an accurate accounting of all payments received other than received directly by Verra Mobility; or (5) City directs Verra Mobility to not deploy and operate each Camera System each day as authorized by RCW § 46.163.170 and ACC Chapter 10.42.

## **5. 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 Axis System. 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 Axis System 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. If Verra Mobility agrees to provide information to a third party, City 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.

## **6. 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 received information as confidential to the extent it is legally able to do so. 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. 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. OWNERSHIP OF SYSTEM:**

Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Axis System, and provided for use by the City 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 City a non-exclusive, non-transferable license to use the Axis System. On and as of the date of termination of this Agreement, Verra Mobility shall remove all installed photo enforcement infrastructure and substantially restore sites to pre-installation condition.

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 Axis System. 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. INDEMNIFICATION AND LIABILITY:

- 8.1 Verra Mobility shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the acts, errors, or omissions of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 8.2 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. INSURANCE:

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

- 9.1 Commercial General Liability Insurance: of \$5,000,000 per occurrence, \$5,000,000 general aggregate.
- 9.2 Technology Errors & Omissions (E&O): \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- 9.3 Network Security (Cyber) and Privacy Insurance: \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.
- 9.4 Workers' Compensation as required by applicable state law.
- 9.5 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.
- 9.6 City shall be named as additional insured on the Commercial General Liability policies using ISO Form G20 26 07/04 or coverage at least as broad provided by Verra Mobility under this Agreement.
- 9.7 Certificates of Insurance showing Verra Mobility is carrying the above-described insurance, and amendatory endorsements, evidencing the additional insured status required above, shall be furnished to City within thirty (30) calendar days after the Effective Date of this Agreement.

9.8 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. LIMITED WARRANTY:**

Except as expressly provided in this Agreement and Verra Mobility's response to City's invitation to bid, 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 Axis system, 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 as required in Subsection 1.1.9 of Exhibit B of this Agreement.

**11. STATE LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Washington.

**12. DISPUTE RESOLUTION:**

12.1 Mediation. All disputes arising out of or in connection with the Agreement that the parties are unable to resolve through mutual good faith negotiations shall be attempted to be settled through professionally-assisted mediation, with a mediator acceptable to both parties. The mediation will be treated as a settlement discussion and therefore will be confidential, except to the extent that RCW 42.56 may apply. 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.

12.2 Arbitration. Failing resolution through negotiation or mediation, 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"), as the parties agree. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration.

12.3 In an agreed arbitration, 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 punitive damages except as specifically allowed by Washington law.

12.4 Except as RCW 42.56 may apply, 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.

12.5 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 resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

12.6 Failing an agreement to arbitration, the parties may seek resolution of any remaining dispute by filing an action in a court of competent jurisdiction. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be in King County, Washington.

### 13. 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.

### 14. TERMINATION:

14.1 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 thirty (30) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where City's account remains delinquent ninety (90) 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 14.1(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 by Verra Mobility under Subsection 14.1(ii) for breach by City (including non-payment of Fees), City shall pay Verra Mobility an early termination fee based on a price of \$105,000 per Fixed Speed Safety Camera System, amortized over sixty (60) months on a straight-line basis. The amortization schedule for said costs shall be reduced proportionally for each month each Camera System is installed.
- (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.

14.2 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 captured prior to the end of the term of the Agreement". Accordingly, the parties shall take the following actions and shall have the following



obligations, which survive termination during the wind-down period as provided in Subsections 14.2(ii), 1.2(iii) and Section 178 of this Agreement:

- (i) City shall cease using the Camera System 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 flat fee of \$10,000 per month during the ninety (90) day period. After such ninety (90) day period, Verra Mobility will terminate all use of the Axis System for City's Program and upon such termination the City shall no longer have access to the Axis System, including violationinfo.com website, and related lockbox shall no longer be capable of accepting payments, and all violation data shall be provided to the City pursuant to section 17 of this Agreement.
- (iii) City shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.

14.3 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. 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 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 City. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and City.

**16. USE OF SUBCONTRACTORS:**

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

**17. 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 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.

**18. 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.

**19. 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. 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 City 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.

**20. TAXES:**

Verra Mobility's work under this Agreement and performance of this Agreement may subject Verra Mobility to Customer imposed taxes as provided in Customer's City Code and/or ordinances. Should a dispute over Customer imposed taxes arise during the term of this Agreement, the parties shall negotiate in good faith to equitably resolve it pursuant to paragraph 13 of this agreement. During the term of this Agreement, Customer will impose no additional taxes except as permitted by its taxing authority provided by law.

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

City of Auburn  
25 West Main Street  
Auburn, WA 98001  
Attn: Public Works-Engineering

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

**22. LEGAL CONSTRUCTION:**

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

**23. AMENDMENTS TO THE AGREEMENT:**

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

**24. INTEGRATION:**

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

**25. SURVIVAL:**

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 17, 19, 20, 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 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 City, Verra Mobility grants to City a limited, personal, non-sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes, or to fulfill City's legal requirements under RCW 42.56. Actual program performance may vary from pilot performance. City acknowledges and agrees that the terms of this Agreement, *except for* Sections 6, 7, 10, 11, 12, 13, 16, 19, 21, 22 and this Section 27, shall not apply to any such pilot.

**28. EXECUTION:**

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

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF AUBURN

By:

By:

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

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

ATTEST:

By:

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

This Agreement is effective on the date of execution by the last signatory above ("Effective Date").

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

1.0 **Description of Pricing**

Fees are based on per Camera System per month and are as follows:

Product Description	Fees
<p><b>Fixed Speed Safety Camera System</b> – the Parties shall mutually agree on the number of Cameras Systems installed. <b>Monthly fee is required to be paid for each month that schools are open, exempting periods such as summer break and unforeseen events. The fee will be prorated during times when the camera is not operational.</b></p>	<p>\$3,999 Fixed Fee per Camera System per Month</p>
<p><b>Relocation</b> - Verra Mobility will relocate up to ten (10) percent of the total installed Camera Systems once per year at no cost to the City. At no cost to the City, the City may require Verra Mobility to permanently remove or temporarily relocate a Camera System at enforcement locations where the Camera System is in conflict with existing or new public facilities. Verra Mobility will remove or relocate the conflicting Camera System within 60 calendar days from notice by the City.</p> <p>Verra Mobility will work with the contractor(s) responsible for the work on the existing or new public facilities to ensure relocation is incorporated into the design and the contractor(s) know and have agreed to pay for the relocation. Prior to approving a location for installation of a Camera System the City shall inform Verra Mobility of any foreseeable public facility work that may cause a conflict with the Camera System to allow for the parties to determine if an alternative location should be found for installation of the Camera System.</p> <p>To the extent that City elects to have Verra Mobility relocate a Camera System more often than as referenced above, the parties must agree on the relocation costs City shall reimburse Verra Mobility prior to the relocation taking place, and if said reimbursement costs are not agreed to, then the Camera System shall remain in place during the duration of the Agreement.</p>	
<p><b>Subsequent Notices Mailing Fee</b> – For any additional notices sent by first class mail required by the 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 the City a Subsequent Notices Mailing Fee.</p>	<p>\$2.00 per page per notice</p>

**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 Axis System 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 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 or deploying 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 City in determining which Approaches will be the most beneficial to City 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 deployment and installations will be based on mutual agreement by City 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 or deploy Camera System(s) at a number of Approaches to be mutually agreed upon between Verra Mobility and City after completion of Site Selection Analysis and as reflected in a written Notice to Proceed. In addition to any initial installation or deployment 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 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.
- 1.1.6 Verra Mobility’s Communications Department will assist City with public information content and outreach campaign strategies.
- 1.1.7 Verra Mobility agrees to provide a secure website ([www.violationinfo.com](http://www.violationinfo.com)) 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.
- 1.1.8 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.

- 1.1.9 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.
- 1.1.10 If City is using Verra Mobility facilitated lockbox or epayment services, City shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.5 below.
- 1.1.11 If applicable, 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 City's Business Rules.
- 1.2.2 During the 30-day warning period, Verra Mobility shall provide City with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days City shall be responsible for the normal monthly Fee.
- 1.2.3 Verra Mobility shall provide City with access to the Axis System, including image processing, first notice printing and mailing per Violation and insufficient information letter for a transfer of liability affidavit. In the case of a transfer of liability by the Owner, the Axis System shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. All mailings of notices are by first class mail.
- 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 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 City any cost increases imposed on Verra Mobility by DMV data sources.

- 1.2.8 The Axis System 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 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 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 local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the Axis System until judicial notice is taken. City 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, 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 shall bear 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 Axis System. 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, Verra Mobility shall provide City with the name, title and contact information of a Project Manager to coordinate Verra Mobility responsibilities under this Agreement and City shall have the right to request a change in the Project Manager upon written notice to Verra Mobility and if such request for a change is made in good faith Verra Mobility shall have thirty (30) days to provide the City with the name and contact information of a new Project Manager. City shall have the opportunity to review and approve or reject any Verra Mobility staff that will be the primary liaison(s) between Verra Mobility and the City.
- 2.1.2 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 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
- 2.1.3 City 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. City shall make every effort to adhere to the Project Time Line.
- 2.1.4 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. City shall review the Citation and other notices to ensure conformity with the Laws applicable to City. Verra Mobility shall not implement changes to the Citation or other notices without City's prior review and sign-off.
- 2.1.5 City shall designate a City account for deposit / settlement of funds paid by payors. Within seven (7) business days of receipt by City, City 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 City's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.
- 2.1.6 City 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 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) 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, City 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
- 2.1.7 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. Verra Mobility shall not be liable for City's failure to update and maintain the Business Rules.
- 2.1.8 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.
- 2.1.9 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.
- 2.1.10 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.
- 2.1.11 City will comply with all applicable Laws relating to its conduct with respect to the Program, and City shall not use the Camera Systems or Axis for any purpose not permitted by Law.



- 2.1.12 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service. The first 30 days of service will be the warning period, during which Verra Mobility will issue warnings at no cost to the City.
- 2.1.13 City 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 Axis 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 Axis System to allow City to issue a notice or Citation within statutory timeframes.
- 2.1.14 In the event that remote access to the Axis System 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. Verra Mobility shall inform the City of any changes that may lead to such issue ahead of time, and coordinate with the City to prevent any access problems.

## 2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 All Camera Systems are intended to remain installed for the term of the Agreement. Any relocations shall be handled pursuant to the requirements in section 1.0 of Exhibit A.
- 2.2.2 If a construction or improvement project requires an installed or deployed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, City shall provide notice of such work to Verra Mobility and the fees shall be prorated for the time period the camera(s) are disabled.
- 2.2.3 Prior to the installation of any System, City shall provide Verra Mobility information regarding known 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. In the event of emergency projects, the City shall notify Verra Mobility of such events.
- 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 the costs of signs and installation of the signs. City shall at all times be responsible for the maintenance of the installed warning signs.
- 2.2.5 City understands that proper operation of the System may require access and connection to the school zone flashing beacons. City, therefore, shall provide access or assist Verra Mobility with obtaining access to the school zone flashing beacon according to approved design. When school zone flashing beacons are not under the jurisdiction of City, the City shall assist Verra Mobility with obtaining any necessary agreements with the owner or maintaining agency of the school zone flashing beacon and infrastructure in order to provide the required access to said school zone flashing beacon and infrastructure.
- 2.2.6 Verra Mobility installation and removal plans shall be approved by a licensed professional engineer and such deliverables shall conform to Auburn City Code requirements and the City of Auburn Engineering Design and Construction Standards.

- 2.2.7 City shall allow Verra Mobility to build needed infrastructure into existing City-owned road easement.

### **2.3 COURTS OPERATIONS**

- 2.3.1 City is responsible for contracting or otherwise engaging the King County Court for the adjudication of Citations in accordance with all applicable Laws,
- 2.3.2 City shall be responsible for ensuring the King County Court provides a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.3.3 City, or the King County Court at the direction of City, shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. City or the King County Court 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 City and appropriate King County Court staff with access to its online Axis 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 Axis City desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. City is responsible for the cost of development of any such court interface, including any costs charged by a third-party vendor. City, or the King County Court at the direction of the City, is responsible for entering all final dispositions of Citations including all payments of Citations into the Axis System, either directly through the online adjudication processing module or through the court interface.

**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 thirty (30) 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 School Zones provided by City, which have been analyzed based on traffic volumes, road geometry, existing infrastructure, and equitable distribution of this service based on City direction, 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

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, unless the need for relocation is identified, which is within the scope of this Agreement.

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

[CUSTOMER]

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

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

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

**EXHIBIT 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 Auburn Police Department authorizes the City of Auburn, Washington to use the Auburn 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 Auburn 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 Auburn 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 Auburn 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 Auburn 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 Auburn Police Department.

**SUBSCRIBER INFORMATION**

<b>Subscriber Agency/Name</b>	_____
<b>Agency ORI</b>	_____
<b>Name/Title of Authorized Representative</b>	_____
<b>Mailing Address</b>	_____ _____ _____
<b>Telephone</b>	_____ <b>Fax</b> _____
<b>Email</b>	_____
<b>Signature of Authorized Representative</b>	_____
<b>Date Signed</b>	_____

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

*[This schedule to be completed by City in conformity with applicable state and local law]*

<b><u>Type of Record</u></b>	<b><u>Minimum Verra Mobility Retention Period</u></b>
Violation Images* (including video clips and related metadata)	90 days from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	90 days from Event capture date
Individually Identifiable Violation Records*	90 days from payment or final adjudication
Individually Identifiable Non-Violation Records**	90 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	90 days from payment or final adjudication of an applicable Violation
Other Program Records	1 year 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 Axis. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.**