

POLICE MEMORANDUM
#11-2026

DATE: July 27, 2026

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*

FROM: James S. May Jr., Chief of Police *JSM/2.17*

SUBJECT: CR-61 – Verra Mobility Automated Speed Enforcement Program Agreement

PURPOSE

To consider CR-61, a resolution approving an agreement between the City of Northglenn and American Traffic Solutions, Inc. dba Verra Mobility for the installation, maintenance, and operation of an automated speed enforcement program at designated locations throughout the City.

BACKGROUND

On Jan. 6, 2025, City Manager Geyer presented an overview of the 2025-2029 City Council Strategic Plan, which included a timeline for implementing automated speed enforcement (Action Plan Item 1.2).

Colorado Revised Statute Section 42-4-110.5, as amended by Senate Bill 26-152, governs automated vehicle identification systems (AVIS). The statute establishes uniform state standards, defines AVIS as systems detecting traffic violations via machine-captured images, and permits state and local governments to use them under specified conditions.

AVIS use is restricted to designated areas such as school zones, residential neighborhoods, maintenance zones, and approved corridors. State statute also requires clear signage and establishes strict notification timelines. Violations detected by AVIS are civil in nature, do not result in license points, and may not be reported to the vehicle owner's state driving record. Civil penalty amounts are established by state law.

Implementation Requirements Established by Statute

To implement AVIS, municipalities must:

1. Adopt an ordinance authorizing the use of AVIS to detect traffic violations;
2. Identify the specific corridors where the AVIS will be used;
3. Install permanent signage 300 feet before the beginning of each corridor and at each camera location;
4. Notify and coordinate with the Colorado Department of Transportation (CDOT) if AVIS is located on a state highway. A special-use permit is required if AVIS is located within a designated corridor on a state highway;
5. Post a public notice on the City's website for at least 30 days prior to AVIS implementation;
6. Issue only warnings during the first 30 days after activation;
7. Publish an annual report disclosing the number of citations issued and revenue generated by the system;
8. Avoid prohibited areas; AVIS may not be used on federal interstate highways.

Notice and Enforcement Requirements Established by Statute

When a violation is detected:

1. Identify the registered owner and issue a notice of violation by first-class mail, personal service, or comparable delivery service;
2. Timeframes

- In-state vehicles - notice must be sent within 30 days;
 - Out-of-state vehicles - notice must be sent within 60 days.
3. Notice Requirements
 - Registered owner's name and address;
 - License plate number;
 - Date, time, and location of violation;
 - Civil penalty amount (currently \$40; \$80 in school or maintenance zone);
 - Payment or dispute deadline;
 - Instructions for payment or contesting the violation.
 4. Failure to Respond
 - If no response is received within 45 days, issue a civil penalty assessment notice demanding payment;
 - If the owner does not contest the violation or pay by the deadline, the owner waives the right to contest the violation, and a final order of liability will be issued.
 5. Appeals
 - The registered owner may request a hearing before the court.

On May 5, 2025, staff issued a Request for Proposals (RFP) for AVIS services. Three proposals were received and each was evaluated using established comparative rating criteria. Verra Mobility was selected based on three distinguishing factors: experience with similar projects in Colorado, a comprehensive maintenance and support plan, and the most advantageous cost proposal for the City.

On March 9, 2026, staff presented information to City Council regarding the Verra Mobility proposal, including recommended locations for automated speed enforcement. Council expressed support for the program and directed staff to return with a draft ordinance to authorize automated speed enforcement and identify speed corridors, along with a resolution to approve the contract with Verra Mobility. Accordingly, staff is presenting CB-2037 and CR-61 for Council consideration.

CB-2037, a draft ordinance authorizing automated speed enforcement in the City and establishing specific corridors, is being presented as a separate item. If CB-2037 passes on first reading, a public hearing and second reading will be scheduled for Aug. 10, 2026.

BUDGET/TIME IMPLICATIONS

Verra Mobility offers lease options for fixed cameras for \$1,500 per month, with mobile camera options available starting at \$1,500 per month. Administrative processing costs, including citation issuance, mailing, collection, and court management, are approximately \$7 per citation. Staff anticipates the cost will be offset by penalties collected for the speed violations detected in the designated corridors.

STAFF RECOMMENDATION

Staff recommends approval of CR-61.

STAFF REFERENCE

If Council members have any questions, please contact James S. May, Jr., Chief of Police, at jmay@northglenn.org or 303.450.8967.

ATTACHMENT

1. Response to Verra Mobility & Flock Safety Council Inquiry

NORTHGLENN POLICE DEPARTMENT

M E M O R A N D U M

TO: Mayor Meredith Leighty and Members of the Northglenn City Council

FROM: James S. May Jr., Chief of Police

DATE: July 27, 2026

SUBJECT: Clarification Regarding Automated Speed Enforcement (AVIS) and Flock Safety License Plate Reader (LPR) Technology

I appreciate the thoughtful questions and discussion regarding the proposed Verra Mobility Automated Vehicle Identification System (AVIS) and the City's existing Flock Safety License Plate Reader (LPR) program. As public safety technologies continue to evolve, it is important that we are transparent about how these systems operate, the safeguards that govern their use, and the protections in place to preserve the privacy of our residents.

I believe some of the recent discussions have unintentionally combined two separate technologies that serve distinctly different public safety purposes. While both involve vehicle license plate information, they operate independently, have different objectives, and are governed by different operational processes.

Verra Mobility Automated Vehicle Identification System (AVIS)

The proposed AVIS program is, first and foremost, a traffic safety initiative. Its primary purpose is to identify speeding violations in locations authorized under Colorado law and assist with the issuance of civil traffic citations. The goal is to reduce excessive speeding, improve compliance with traffic laws, and ultimately prevent crashes, injuries, and fatalities.

The proposed camera locations were selected using traffic data, crash history, and engineering analysis and are consistent with the City's Comprehensive Safety Action Plan developed through the Adams County regional safety study. As traffic volumes continue to increase, automated speed enforcement provides an additional tool that allows officers to focus on other critical public safety responsibilities while improving traffic safety in areas with documented speeding concerns. The system captures a rear image of a vehicle only when it meets violation criteria established by the Northglenn Police Department in accordance with Colorado law. The Department has intentionally elected to capture rear images only, eliminating photographs of drivers from the citation process.

Every potential citation is reviewed by trained Northglenn Police Department personnel before it is issued. Department staff verify the license plate, vehicle description, and compliance with all legal requirements before approving the citation. Verra Mobility does not determine whether a citation is issued, and patrol officers do not receive real-time alerts or have operational access to the system.

While traffic safety is the intended and primary purpose of AVIS, it would not be appropriate for the Department to state that information lawfully captured by the system could never be used for another legitimate law enforcement purpose. As with any evidence lawfully collected by the City, if the system were to capture a vehicle involved in a violent crime, hit-and-run, AMBER Alert, or other significant criminal investigation, that information may become evidence and must be preserved and handled in accordance with applicable law. Such investigative use would be incidental and secondary to the system's primary traffic safety mission.

The AVIS program will operate under Department policies with oversight from our Professional Standards Division. Policies governing authorized access, accountability, auditing, complaint review, and appropriate use will ensure the technology is used consistently with Department standards, Colorado law, and community expectations.

Flock Safety License Plate Reader (LPR) System

The City's Flock Safety License Plate Reader system is an entirely separate technology and should not be confused with automated speed enforcement.

Northglenn has utilized Automated License Plate Reader technology in various forms for approximately twenty years. During that time, the Department has not experienced documented misuse of the system by Department personnel.

The Flock system is not used to issue speeding citations or conduct automated traffic enforcement. Its purpose is to assist criminal investigations by locating stolen vehicles, identifying vehicles associated with violent crimes, locating missing people, supporting AMBER and Silver Alerts, and providing investigative leads that help solve crimes and bring offenders to justice. The system has also assisted in safely recovering kidnapping victims and locating vehicles connected to serious criminal investigations.

The Department maintains a comprehensive written policy governing the use of the Flock LPR system. That policy establishes authorized users, permissible uses, supervisory oversight, documentation requirements, and accountability standards.

In addition, the system includes significant safeguards:

- Every search conducted within the system is automatically logged.
- Every user's action creates a permanent audit trail.
- Professional Standards supervisors regularly review audit reports to ensure compliance with Department policy.
- Any suspected misuse is investigated through our established Internal Affairs process and addressed in accordance with Department policy and applicable personnel rules.

These safeguards exist to ensure the technology is used appropriately, lawfully, and consistently with the public's expectations.

Artificial Intelligence and Human Review

Questions have also been raised regarding artificial intelligence.

Neither the AVIS program nor the Flock LPR system replaces human decision-making. Technology may assist by identifying potential matches or processing information; however, enforcement decisions, investigative decisions, and citation approvals are made by trained Northglenn Police Department personnel. Human review remains an essential safeguard in both programs.

Transparency and Community Education

The Department recognizes that transparency is essential whenever new technology is introduced. If the AVIS program is approved, we intend to develop public-facing educational materials and Frequently Asked Questions that explain:

- The purpose of automated speed enforcement.
- The purpose of the Flock LPR system.
- The important differences between the two technologies.
- Privacy protections.
- Data retention practices.
- Department policies governing each system.
- Audit procedures and accountability measures.
- Frequently asked questions from the community.

Our goal is to ensure residents have accurate information about how these technologies operate, why they are used, and the safeguards in place to protect individual privacy.

Closing

The Northglenn Police Department remains committed to balancing public safety with the privacy rights of our community.

Although AVIS and Flock both involve license plate information, they serve fundamentally different purposes. AVIS is a traffic safety tool designed to reduce speeding and prevent crashes. Flock is an investigative tool that assists law enforcement in locating stolen vehicles, finding missing people, identifying suspects, and solving serious crimes.

Both systems operate under Department policy, human review, supervisory oversight, and auditing processes designed to ensure accountability and maintain the public's trust.

I appreciate the Council's thoughtful questions and welcome the opportunity to discuss either program further or provide additional information as you continue your deliberations.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-61
Series of 2026

Series of 2026

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND AMERICAN TRAFFIC SOLUTIONS, INC. DBA VERRA MOBILITY FOR PHOTO ENFORCEMENT SYSTEM SERVICES

WHEREAS, the City of Northglenn recognizes that promoting traffic safety and reducing speeding on City roadways are important components of protecting the health, safety, and welfare of the community;

WHEREAS, Colorado Revised Statute Section 42-4-110.5, as amended by Senate Bill 26-152, governs automated vehicle identification systems and permits state and local governments to use them to detect traffic violations via machine-captured images under specified conditions; and

WHEREAS, the City and Verra Mobility have negotiated a Photo Enforcement System Services Agreement for the installation, maintenance, and operation of automated speed enforcement systems at locations authorized by the City and in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO THAT:

Section 1. The Photo Enforcement System Services Agreement between the City of Northglenn and American Traffic Solutions, Inc. dba Verra Mobility, attached hereto, is hereby approved and the City Manager is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2026.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

PHOTO ENFORCEMENT SYSTEM SERVICES AGREEMENT

This Photo Enforcement System Services Agreement includes the attached Exhibits (“Agreement”) and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, (hereinafter referred to as “Verra Mobility” or “Contractor”) and the City of Northglenn, State of Colorado, (herein after referred to as “City” or “Customer”) (together, the “Parties” individually, a “Party”).

RECITALS

- A. City desires to enter into this Agreement for services related to the installation, maintenance, and operation of photo traffic enforcement systems.
- B. Verra Mobility has the training, ability, knowledge, and experience to provide the services desired by the City, including the exclusive possession and ownership of the Back-office System “BOS,” which delivers the AXIS Smart Mobility Platform.
- C. City selected Verra Mobility to provide these services through a formal request for proposal process.

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

I. DEFINITIONS

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

“Approach”: One (1) direction of travel on a road including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed 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 Fixed Speed, Mobile (vehicle), or Transportable Speed 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**.

“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 Event and is installed on a mutually agreed upon Approach.

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

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

“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**.

“Red Light Safety Camera System”: **RESERVED**

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

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

“Violation”: At 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.

Verra Mobility will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed. Verra Mobility shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.

2. CITY AGREES TO PROVIDE:

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

3. ADDITIONAL SERVICES: RESERVED

4. TERM: EFFECTIVE DATE; DURATION.

This Agreement shall become effective when signed by both Parties and approved by the City’s legal counsel and shall continue for a term of five (5) years beginning on the first day of the month following the first-issued Citation from the last Camera System that is installed or deployed pursuant to the first Notice to Proceed delivered by City to Verra Mobility. This Agreement will automatically extend for consecutive five (5) one (1) year terms. 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. Termination or expiration shall not extinguish or prejudice the City’s right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

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.
- 5.2 Invoices shall be in standard Verra Mobility format and provided electronically. Verra Mobility shall send City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period.
- 5.3 City shall pay all Fees due to Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission. Late payments may be subject to interest calculated at 1.5% per month on open balances.

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, including the (Colorado Open Records Act, C.R.S. §§ 24-72- 200.1, et seq.), 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 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’s Confidential Information solely in connection with its rights and obligations under this Agreement and will not use Verra Mobility’s 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, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility’s reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

8. PROPRIETARY RIGHTS:

- 8.1 Back Office: Verra Mobility’s proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS, 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”. During the term of this Agreement, 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. 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 shall approve use of any City Content in the Public Safety Campaign Content in advance. 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 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 Ownership and Use: All data collected by the Camera Systems, or collected, processed, or used in any way by BOS, is the property of the City. Verra Mobility shall not claim ownership of any data collected during the term of the Agreement. Upon termination of this Agreement, Verra Mobility shall provide all collected data back to the City in a non-proprietary, accessible format. Verra Mobility must ensure that the data is complete, accurate, and includes all relevant metadata. Verra Mobility has a right to use non-personalized and aggregated data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further City’s photo traffic enforcement 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 “Claims” and singularly “Claim”), which may be imposed on or incurred by any City Party arising out of or related to the negligence, 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 to the extent caused by the negligence, gross negligence of, willful misconduct of, or material breach of this Agreement by any City Party.

9.2 RESERVED

9.3 Indemnification Procedures. In the event of any Claim for which any Party hereto seeks indemnification from the other, the Party seeking indemnification (the "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no Party shall have the right to enter into any settlement agreement that materially affects the other Party's material rights or material interests without such Party's prior written consent, which consent shall not be unreasonably withheld or delayed.

9.4 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the limits of the Colorado Governmental Immunity Act, , C.R.S. §§ 24-10- 101, et seq , as the same may be amended from time to time, Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, for any consequential damages, lost profits, lost of 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.

Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.

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 per occurrence combined single limit bodily injury and property damage.

Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.

Certificates showing Verra Mobility is carrying the above-described insurance shall be furnished to Customer within thirty (30) calendar days after Customer request.

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

Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability.

Worker's Compensation coverage as required by applicable state law and Employer's Liability Insurance.

Business Automobile Liability Insurance coverage for automobiles and all installed equipment, on any automobiles driven by Customer employees or contractors, including the Mobile Speed Safety Camera Systems. Coverage will include liability and collision damage and shall provide 100% coverage.

Customer will provide certificates of insurance, listing Verra Mobility as an additional insured on Business Automobile Liability Insurance. If self-insured, the Customer will maintain coverages sufficient to cover any

liability specified above that may arise from the performance of this Agreement and show evidence of such. If Customer fails to meet the above insurance requirements, Verra Mobility reserves the right to procure such insurance and bill the Customer.

11. LIMITED WARRANTY:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, 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 State of Colorado. Venue shall be in Adams County, State of Colorado, or in the United States District Court for the District of Colorado, as applicable. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable court costs and attorney fees.

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. If negotiation is unsuccessful after thirty (30) days, 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 **RESERVED**

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.

15. TERMINATION:

15.1 This Agreement may be terminated at any time by mutual consent of both Parties.

- (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 Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.
 - b) Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (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, Customer shall pay Verra Mobility an early termination fee on a straight-line basis for the cost of procurement, construction and installation of the Camera System.

	Yr1	Yr2	Yr3	Yr4	Yr5
Month 1	\$ 58,500	\$ 46,800	\$ 35,100	\$ 23,400	\$ 11,700
Month 2	\$ 57,525	\$ 45,825	\$ 34,125	\$ 22,425	\$ 10,725
Month 3	\$ 56,550	\$ 44,850	\$ 33,150	\$ 21,450	\$ 9,750
Month 4	\$ 55,575	\$ 43,875	\$ 32,175	\$ 20,475	\$ 8,775
Month 5	\$ 54,600	\$ 42,900	\$ 31,200	\$ 19,500	\$ 7,800
Month 6	\$ 53,625	\$ 41,925	\$ 30,225	\$ 18,525	\$ 6,825
Month 7	\$ 52,650	\$ 40,950	\$ 29,250	\$ 17,550	\$ 5,850
Month 8	\$ 51,675	\$ 39,975	\$ 28,275	\$ 16,575	\$ 4,875
Month 9	\$ 50,700	\$ 39,000	\$ 27,300	\$ 15,600	\$ 3,900
Month 10	\$ 49,725	\$ 38,025	\$ 26,325	\$ 14,625	\$ 2,925
Month 11	\$ 48,750	\$ 37,050	\$ 25,350	\$ 13,650	\$ 1,950
Month 12	\$ 47,775	\$ 36,075	\$ 24,375	\$ 12,675	\$ 975

- (iv) Customer recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. Subject to the reasonable exercise of the Customer's police power within the meaning of Colorado law, Customer agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period.

- (i) Customer shall cease using the Camera Systems to capture Events.
- (ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly Fee per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the BOS for Customer's Program and upon such termination, the BOS, including Verra Mobility provided website accessible by Owners/violators, and related lockbox shall no longer be capable of accepting payments.
- (iii) Except as provided for in Section 15.2(iv) related to the Photo Enforcement Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) Pursuant to Section 8, Customer shall be deemed to accept full ownership and control of the Photo Enforcement Infrastructure. Upon Customer's request or if otherwise required by Law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove the Photo Enforcement Infrastructure Verra Mobility installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per Approach) plus an additional 20% service fee (the "Removal Fee"). As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Photo Enforcement Infrastructure shall not be required to be removed, and Customer shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Photo Enforcement Infrastructure.

15.3 In the event of termination by Verra Mobility for non-payment of Fees by City, Verra Mobility shall cease processing Events as of the date of termination.

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 or employment relationship between Verra Mobility and City.

17. USE OF SUBCONTRACTORS:

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

18. DATA RETENTION:

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

19. ASSIGNMENT:

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing purposes or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of City, however Verra Mobility must provide advance written notice to City of such an event.

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 Northglenn, Colorado
Attn:

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

22. LEGAL CONSTRUCTION:

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

23. AMENDMENTS TO THE AGREEMENT:

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

24. INTEGRATION:

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

25. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the Customer not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Customer hereunder shall extend only to monies currently appropriated.

26. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, 20, 21, 22, 25 and this Section 26.

27. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for 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.

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.

Signatures on next page

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").

Approved and authorized for signature by City Council acting as the Local Contract Review Board on [Month, Date, Year].

CITY OF NORTHGLENN, STATE OF COLORADO

City Manager

Date

APPROVED AS TO FORM:

City Attorney's Office

Date

AMERICAN TRAFFIC SOLUTIONS INC., DBA VERRA MOBILITY

Name and Title:

Date

By: _____
Title
City of Northglenn, State of Colorado

Date _____

EXHIBIT A

1.0 Description of Pricing

Fees are based on per camera and are as follows:

Product Description	Fee*
Mobile Speed Safety Camera System Owner Liability - the parties shall mutually agree on the number of Camera Systems to be installed.	\$1,500 Fixed Fee per Month per Camera System plus \$7.00 per Event sent to the Police Review Queue pursuant to the Business Rules; provided however the \$7.00 per Event fee shall never be equal to the number of traffic citations issued or the revenue generated by the camera system
Redlight and/or Speed Camera System Owner Liability - the parties shall mutually agree on the number of Camera Systems to be installed.	\$1,500 Fixed Fee per Month per Camera System plus \$7.00 per Event sent to the Police Review Queue pursuant to the Business Rules; provided however the \$7.00 per Event fee shall never be equal to the number of traffic citations issued or the revenue generated by the camera system
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 , lockbox and epayment processing (excluding user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees), IVR call center support for general Program questions and public awareness Program support. Any required certified mail, or other special mailing, is not included and the fee is extra and will be billed per unit as published by the US Postal Service.	\$4.50 per payment
*Relocation Fee: In the event the City requests relocation of a Mobile Speed Safety Camera System more than four (4) times per month per camera unit, Verra Mobility shall assess a Relocation Fee for each additional move beyond this threshold. This fee compensates for the operational resources required to support frequent system redeployment.	\$200 per deployment

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.

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 Customer and Verra Mobility will complete the Project Time Line within sixty (60) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Verra Mobility will install or deploy Camera System(s) at a number of Designated Safety Zones to be mutually agreed upon between Verra Mobility and 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 Colorado.
- 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.
- 1.1.11 If City is using Verra Mobility enabled lockbox or e-payment services, City shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.
- 1.1.12 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of \$5.00 or to 5% of the total payment, for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however, for any warning period exceeding thirty (30) days, Customer shall be responsible for the normal monthly Fee. If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of **each** installed Camera System. Customer shall not be charged a fee for the warning period; however, for any warning period exceeding thirty (30) days **per Camera System**, Customer shall be responsible for the normal monthly Fee.
- 1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, and printing and mailing of up to six (6) letters/ notices in support of Citation issuance and escalation. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.
- 1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.
- 1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other

means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.

- 1.2.8** The BOS shall provide 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 Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a Customer provided local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.
- 1.2.10** 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 Customer 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** City intends to utilize Verra Mobility enabled payment processing channels. 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 and payment processing agreements, which may include among others a Participant Agreement and Submerchant Agreement with the payment processor as well as a bank verification letter prepared by the City's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.
- 2.1.2** 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) 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.

- 2.1.3 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of Customer's Program with applicable laws. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.
- 2.1.4 CustomerCity 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. [If Fee per Paid Citations Customer: ...would increase the cost of Verra Mobility's provision of the Services, Customer shall pay the Fees as described on EXHIBIT A, "Fee Per Paid Citation – Limitations"]
- 2.1.5 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.
- 2.1.6 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.
- 2.1.7 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.
- 2.1.8 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.
- 2.1.9 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra

Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.

- 2.1.10 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.
- 2.1.11 Customer shall be responsible for any reporting obligations that it has to any state or other regulatory body with respect to its operation of the Program or the payment of Citations.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 All Fixed Camera Systems are intended to remain installed for the duration of the Agreement. If 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 Customer shall approve or reject site plans submitted Verra Mobility within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.
- 2.2.9 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 Customer shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.
- 2.2.11 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 Customer shall allow Verra Mobility to build Infrastructure into any existing Customer-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.

2.3 COURTS OPERATIONS

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

INTENTIONALLY LEFT BLANK

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Agreement for Automated License Plate Recognition Solution Services by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and _City of Northglenn_ (“City”), dated as of _____ (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

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

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)
EB 104 th between Croke and Livingston	Fixed Speed	HALO 2 Owner Liability
WB 104 th between Croke and Livingston	Fixed Speed	HALO 2 Owner Liability
EB 112 th between Washington and Larson Dr	Fixed Speed	HALO 2 Owner Liability
WB 112 th between Washington and Larson Dr	Fixed Speed	HALO 2 Owner Liability

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

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

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

CITY OF NORTHGLENN, STATE OF
COLORADO

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:
AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: _____ Date _____

Title:

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

Month/Day/Year

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 CITY authorizes American Traffic Solutions, Inc. dba. Verra Mobility to use the CITY 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 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 and Verra Mobility, it will be necessary for Verra Mobility to access Nlets for motor vehicle data on our agency’s behalf.

This program will operate within the Axis environment under partner ORI AZNlets97.

Please accept this letter as authorization from the CITY for Verra Mobility to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between CITY 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 CITY.

SUBSCRIBER INFORMATION

Subscriber Agency/Name

Nlets Agency ORI

Name/Title of Authorized Representative

Mailing Address

Telephone

Fax

Email

Signature of Authorized Representative

Date Signed

INTENTIONALLY LEFT BLANK

EXHIBIT E
RETENTION SCHEDULE***

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

Type of Record	Minimum Verra Mobility Retention Period
Violation Images* (including video clips and related metadata)	__ months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	__ days from Event capture date
Warning Notice Images (including video clips and related metadata)	__ from issuance date
Individually Identifiable Violation Records*	__ months from payment or final adjudication
Individually Identifiable Non-Violation Records**	__ 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	__ months from payment or final adjudication of an applicable Violation
Maintenance Records	__ months from payment or final adjudication of an applicable Violation
Other Program Records	__ years from termination of the Agreement

- * Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.
- ** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.
- *** Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS.

EXHIBIT F
VEHICLE MAINTENANCE SCHEDULE

1. Vehicle Maintenance – Customer 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 agreement.
2. Customer's drivers shall complete a Customer defined daily vehicle inspection checklist for all vehicles to be deployed daily. Customer shall require drivers to notify Customer's Program manager immediately of any damage of, accident involving, maintenance required of, or concern with respect to a vehicle or a Mobile Speed Safety Camera System.
3. Battery life
 - 3.1. 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.