

**AMENDMENT NO. 4**  
**TO THE AGREEMENT BETWEEN OSCEOLA COUNTY AND AMERICAN TRAFFIC SOLUTIONS FOR**  
**RED LIGHT TRAFFIC CAMERA ENFORCEMENT PROGRAM**

**THIS AMENDMENT NO. 4** (the “Amendment”) is made to the Agreement for Red Light Traffic Enforcement Program, as amended (the “Agreement”) is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the “COUNTY,” and American Traffic Solutions, Inc. doing business as Verra Mobility (“Verra Mobility”) a Kansas corporation duly registered under the laws of the State of Florida to do business in Florida, with its principal offices at 1150 North Alma School Road, Mesa, Arizona, 85201-3000.

**WITNESSETH:**

**WHEREAS**, on, or about, January 6, 2014, the County and Verra Mobility, entered into an Agreement for Red light Camera Enforcement Program (the “Original Agreement”), which was amended on January 14, 2015 (“First Amendment”), on September 28, 2017 (“Second Amendment”) and on March 5, 2018 (“Third Amendment”); and

**WHEREAS**, Verra Mobility is a nationally recognized and trusted organization that operates red light safety cameras and speed detection systems in school zones throughout the United States of America; and

**WHEREAS**, the County has been utilizing the services of Verra Mobility to support a red light safety camera program since 2014;

**WHEREAS**, the Florida Legislature enacted Florida Statute Section 316.1896, which authorizes counties to utilize speed detection systems and authorize traffic infraction enforcement officers to issue uniform traffic citations in school zones; and

**WHEREAS**, the County desires to implement speed detection systems within the school zones subject to its jurisdiction, and Verra Mobility has the knowledge, expertise, capability, experience and equipment to do so; and

**WHEREAS**, the County finds utilizing Verra Mobility for the purpose of implementing and administering its speed detection systems within school zones will save costs to the County, as the equipment, software, and other materials used by Verra Mobility to administer the County’s red light camera program are standard to those necessary for implementation and administration of speed detection systems in school zones; and

**WHEREAS**, both parties are desirous of amending the Original Agreement to continue the operation of red light safety cameras and to implement and administer speed detection systems in the County's school zones; and

**WHEREAS**, section 12 of the Original Agreement, respectively, allows for the parties to amend and modify the Original Agreement; and

**WHEREAS**, County and Verra Mobility desire to amend the Original Agreement to allow additional provisions that address maintenance and costs of the County's Red Light Cameras and allow Verra Mobility to install, implement and administer the County's speed detection systems in its school zones to enforce traffic violations (the "Speed Detection System Program" or "Program"), in accordance with §316.1896, Florida Statutes; Chapter 2023-174, Laws of Florida; and Article IV, Chapter 22, Osceola County Code of Ordinances; and

**WHEREAS**, the Original Agreement as amended by this Amendment No. 4 is referred to herein as the "Agreement."

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. **Section 2. Definitions** is hereby amended to add the following language after definition number 28, "Warning Period":

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

30. **"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.

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

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

33. **"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"** refers to a Fixed School Safety Camera Speed Detection System.

34. **"Change Order Notice"**: Written notice from County 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.

35. **“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 County in a Change Order Notice.

36. **“Citation”**: A uniform traffic 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.

37. **“School Zone”**: One (1) direction of travel on a road, in a school zone as defined by Law, including up to four (4) contiguous lanes, on which a Fixed School Safety Camera Speed Detection System may be installed or deployed upon the mutual agreement of the parties.

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

39. **“Fees”**: The amount payable by County to Verra Mobility for speed detection system equipment, services, and maintenance as set forth in **EXHIBIT G**.

40. **“Fixed School Safety Camera Speed Detection System”**: A fixed Camera System used to detect a motor vehicle’s speed using radar and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the Violation.

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

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

43. **“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.

44. **“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.

45. **“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.

46. **“Photo Enforcement Infrastructure”**: The poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

47. **“Program Revenue”**: Any gross penalty, fine, funds, fees or costs paid by a violator for any reason related to any Violation.

48. **“Project Time Line”**: The initial schedule and timelines required to begin the implementation of County’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 H**.

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

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

2. **Section 4. Services.** is hereby amended as follows:

a. Exhibit C of Section 4.2 is amended to include the following language after number 7:

8. Verra Mobility and County shall meet and evaluate the County’s technology at least once every 24 months to determine if any upgrades are necessary. This meeting shall not preclude the County from receiving any upgrades to the technology Verra Mobility offers its customers at no cost during the term of the Agreement. If there is a cost for any technology upgrade, the County must agree to that cost before Verra Mobility implements the technology upgrade.

9. Verra Mobility will perform monthly remote checks and on-site checks at least every six months to ensure the Camera System is operating properly and will provide technician site visits to each Red Light Safety 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.

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. If a Red Light Safety Camera System is inoperable for more than 72 consecutive hours, Verra Mobility shall provide the County a credit of 1/30<sup>th</sup> of the monthly fee for that Red Light Safety Camera System for each additional 24 hour period the Red Light Safety Camera System is inoperable. Non-functional System is defined as a Camera System that is not properly capturing Events.

b. The following language is included after Section 4.5 of the Agreement:

Vendor shall provide the Speed Detection System Program to the County, in each case, in accordance with the provisions of Florida Statutes.

**4.6** Verra Mobility shall provide implementation, installation and administration of Fixed School Safety Camera Speed Detection Systems to the County via the Service Fee outlined in **EXHIBIT G**.

**4.7** Verra Mobility will provide the Scope of Work identified in **EXHIBIT H**.

**4.8** The form Notice to Proceed the parties will use to implement the Speed Detection System Program is incorporated into this Agreement in **EXHIBIT I**.

3. **Section 3. Term.** of the Agreement is hereby amended as follows:

The term of the Agreement shall be from the Effective Date of this Agreement until termination on and including March 31, 2029. The County shall have the right, but not the obligation to renew the Agreement for two (2) successive one (1) year terms with the same terms and conditions upon mutual written agreement of the parties.

4. **Section 8. Cost Neutrality and Payment Processing.** is hereby amended to delete Sections 8.5 and 8.6 of the Agreement, including the “Revised Flexible Payment Plan” in Section 5. of the Third Amendment, in their entirety and replace with new Sections 8.5 and 8.6. and to add a new Section 8.7 after Section 8.6 of the Agreement, all as follows:

**8.5** During the term of the Agreement, the fee owed to Verra Mobility for each Camera System installed as of the Effective Date and for any currently installed Camera Systems that are relocated pursuant to the terms of this Amendment shall be \$3,500 per **EXHIBIT F - Service Fee Schedule** per month per billing period, to be paid from revenue generated by each respective Camera System. However, during any billing period should the revenue generated by a camera be less than \$3,500, then the deficit for the Camera System shall be waived by Verra Mobility and not carry forward to subsequent billing periods. The billing period for all Camera Systems shall run from October 1 to September 30.

**8.6** This Flexible Payment Plan will be applied as follows: Verra Mobility will maintain an accounting of any net balances owed Verra Mobility each month during the billing period. If the total amount of funds collected from each Camera System during a month exceeds the amount of the Verra Mobility invoice for the same month, the County shall pay Verra Mobility the total amount due on the invoice. If the total amount of funds collected from each Camera System during a month is less than the amount of the Verra Mobility invoice for the same month, the County shall pay Verra Mobility only the amount collected during the same month and County may defer payment of the remaining balance. If opting to use a Flexible Payment Plan, County will provide Verra Mobility with sufficient information about payments received directly by the County or by the Courts to accurately determine the amount of funds

collected. Payments due Verra Mobility will be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the Verra Mobility invoices, including any accrued balance are fully repaid, County will retain all additional funds collected. Any funds in excess of the total balance due (whether reserved in cash or not by County) will be available to offset future Verra Mobility invoices during the billing period.

**8.7** County shall pay for all equipment, services and maintenance for the Speed Detection System Program based on the fee schedule indicated in **EXHIBIT G**, Service Fee Schedule 1. Payments for Fees shall be made via Automated Clearing House (ACH).

5. **Section 5. License; Reservation of Rights.** is hereby amended to include the following language after Section 5.6:

**5.7 Back-Office System:** Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS and all associated intellectual property rights, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS, even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the County. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire" for County. County agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the BOS or related documentation in whole or in part, by any means except as expressly authorized in writing by Verra Mobility. During the term of our Agreement with County, Verra Mobility grants County a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of County performing its obligations under this Agreement.

**5.8 Systems:** Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and all associated intellectual property rights. On and as of the date of termination of this Agreement, County shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure for the Speed Detection System Program, unless County requests Verra Mobility to remove all above and below ground Photo Enforcement Infrastructure at no cost to the County.

**5.9 Public Safety Campaign and Public Awareness for Speed Detection System Program:** 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 County 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 H**. Verra Mobility grants to County a perpetual, revocable, non-transferable, and non-exclusive license to use, copy, display, and distribute the Public Safety Campaign Content solely to promote County's Speed Detection System Program, and to modify the Public Safety Campaign Content as needed for formatting for exercise of the license granted.

**5.10** In order to produce the Public Safety Campaign Content, County 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 ("County Content") solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to County. County, or its designee, has the ability to approve use of any County Content in the Public Safety Campaign Content. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants County a non-exclusive, non-transferable, revocable license to use and display Verra Mobility information, including Verra Mobility trademarks, provided by Verra Mobility on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved by Verra Mobility in advance of use.

6. **Section 29. Additional Provisions.** is added to the Agreement as follows:

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

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

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

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

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

7. **Section 30. Business Rules and Business Rules Questionnaire.** is added to the Agreement as follows:

The Business Rules and/or Business Rules Questionnaire utilized for both the County's Red Light Camera Program and the Speed Detection System Program can be amended, as deemed appropriate and in accordance with law, by the County Manager, or County Manager's designee, through the life of the Agreement. The County Manager, or County Manager's designee, may utilize the Business Rules and Business Rules Questionnaire to formalize the implementation, administration, ministerial and/or processes necessary for the County's Red Light Camera Program and Speed Detection Program.

A copy of any updates to the Business Rules Questionnaire shall be maintained on file in the Office of the County Clerk. In the event of any conflict between the Agreement and the Business Rules Questionnaire concerning the manner in which images of potential red light violations or speed detection system violations and



related data are to be reviewed and the manner in which notices of violation and/or uniform traffic citations are issued, the Business Rules Questionnaire shall control.

8. **EXHIBIT "F" SERVICE FEE SCHEDULE, Section 1. Description of Pricing** is hereby amended to revise the pricing per month per Designated Intersection Approach monitored by a Red Light Safety Camera System as follows:

<u>Number of Designated Intersections</u>	<u>Monthly Service Fee per Designated Intersection Approach</u>
1 or more	\$3,500*

\*Fee includes one-time upgrade of all Red Light Safety Camera Systems to latest technology and relocation of up to five (5) Red Light Safety Camera Systems.

9. These changes shall be effective upon this Amendment being executed by both parties ("Effective Date").

10. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

**SIGNATURE PAGE TO FOLLOW**      **IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the later of the dates that each party signed this Amendment.

**BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chair/Vice Chair

**ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD**

By: \_\_\_\_\_  
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_

AMERICAN TRAFFIC SOLUTIONS, INC.  
d/b/a VERRA MOBILITY

By: [Signature] SON BALDWIN

Title: EXECUTIVE VICE PRESIDENT

Date: 3/12/24

STATE OF Connecticut  
COUNTY OF Hartford

The foregoing instrument was executed before me by means of  physical presence or,  online  
notarization, this 12 day of March, 2024, by [Signature] SON BALDWIN as  
EXEC. VICE PRESIDENT of American Traffic Solutions, Inc. d/b/a Verra Mobility, who personally  
swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation.

[Signature]  
NOTARY PUBLIC, State of Connecticut  
Print Name: Rajon Collins

(stamp)

Personally Known \_\_\_\_\_ OR Produced Identification ✓

Type of Identification Produced: Drivers License



**EXHIBIT G**  
**FIXED SCHOOL SAFETY CAMERA SPEED DETECTION SYSTEMS**

1.0 **SERVICE FEE SCHEDULE**

Fees are based on per camera and are as follows:

<b>Product Description</b>	<b>Fee</b>
<p><b>Fixed School Safety Camera Speed Detection System</b> – the parties shall mutually agree on the number of Camera Systems to be installed.</p>	<p>Of the \$60 retained by the County, Verra Mobility will be paid 35% of fines remitted to the County.*            Any increases in fees, annually or by other frequency, would be dictated by any amendments or changes to the statutory fines that can be charged per Citation.</p>
<p><u>Certified Mailing Fee for Uniform Traffic Citation (UTC) and Subsequent Notice Mailing Fee:</u> certified mailing of Uniform Traffic Citation (UTC) or mailings of subsequent notices in addition to those described in Subsection 1.2.3 of <b>EXHIBIT H</b>, is extra and will be billed per unit as published by the US Postal Service plus a per notice per page service charge.</p>	<p>US Postal Service cost plus \$2.00 per page per notice</p>
<p><b>Video Retrieval Fee:</b> County shall have unlimited ability to self-retrieve video at no cost to County through the Enhanced Video Services.</p>	<p>No additional cost.</p>
<p><b>Service Fees:</b> All service Fees per Fixed School Safety Camera Speed Detection System above includes all costs required and associated with a Fixed School Safety Camera Speed Detection System installation, routine maintenance, use of BOS for back-office operations and reporting, Event processing services, DMV records access, the standard set of notices as described in Subsection 1.2.3 of <b>EXHIBIT H</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.</p>	
<p>*Example: County retains \$60 of each \$100 civil penalty paid. If 100 notices of violations are paid and 50 Uniform Traffic Citations are paid during the month the fee the County would pay Verra Mobility is \$3,150 (150 paid Citations x \$60 in Program Revenue retained by the County x 35%).</p>	

- 1.1 In the event an installed Camera System at an Approach is capturing less than an average of 2 Events per day for three (3) consecutive months, through no fault of Verra Mobility or County, at the sole discretion of County, the Verra Mobility shall remove the Camera System entirely, or relocate the Camera System to a new location mutually agreed to by the parties, at no cost to the County.
- 1.2 In the event that Verra Mobility fails to comply with this Agreement or Florida State Statute(s), or if any other circumstance occurs, through no fault of County, which will diminish the County's actual portion of monthly Program Revenue below the total monthly fee for all Approaches, and if Verra Mobility does not cure the failure to comply within thirty (30) days and agree to reimburse the County for said diminished revenue, County may cancel this agreement, upon 30 days written notice. Should this Agreement be terminated under this clause during the course of performance, (1) Verra Mobility shall remain obligated for the collection of fees and disbursements of revenue to County for any violations issued through delivery of the notice of termination and (2) County shall not be responsible for any termination costs, equipment depreciation costs, the difference between the revenue generated and the total monthly fee for all Approaches, or other costs to Verra Mobility, other than the fees Verra Mobility is owed pursuant to **EXHIBIT G**. Should County elect not to terminate the Agreement under this clause, Verra Mobility may agree to a reduced payment of the total monthly fee for all Approaches. Any reduced payment amount under this clause will be determined solely at the discretion of County.
- 1.3 In the event a negligent or willful act, error or omission by Verra Mobility results in a failure to comply with this Agreement, or Florida State Statute(s), and such negligent or willful act, error or omission results in an adverse ruling from a court of competent jurisdiction, diminished revenue from Violations, or the ordered return of previously collected violator payments, Verra Mobility agrees that County may cancel this Agreement, upon 30 days written notice. Should this Agreement be terminated under this clause during the course of performance, (1) Verra Mobility shall remain obligated for the collection of fees and disbursements of revenue to County for any Violations issued through delivery of the notice of termination and (2) County shall not be responsible for any termination costs, equipment depreciation costs, the difference between the revenue generated and the totally monthly fee for all approaches, or other costs to Verra Mobility, other than fees Verra Mobility is owed pursuant to this **EXHIBIT G**. Should County elect not to terminate the Agreement under this clause, Verra Mobility may agree to accept a reduced payment of the total monthly fee for all Approaches. Any reduced payment amount under this clause will be determined solely at the discretion of County.

**EXHIBIT H**  
**FIXED SCHOOL SAFETY CAMERA SPEED DETECTION SYSTEMS**

**1. VERRA MOBILITY SCOPE OF WORK**

**1.1 VERRA MOBILITY IMPLEMENTATION**

- 1.1.1 Verra Mobility agrees to provide Fixed School Safety Camera Speed Detection System(s), use of the BOS and related services to County as outlined in this Agreement, excluding those items identified in Section 2 titled “County Obligations for Implementation.” Verra Mobility and County 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 County, unless otherwise specified, County shall not charge Verra Mobility for the cost. Verra Mobility and County shall meet and evaluate the County’s technology at least once every 24 months to determine if any upgrades are necessary. This meeting shall not preclude the County from receiving any upgrades to the technology Verra Mobility offers its customers at no cost during the term of the Agreement. If there is a cost for any technology upgrade, the County must agree to that cost before Verra Mobility implements the technology upgrade.
- 1.1.2 County and Verra Mobility will complete the Project Time Line within sixty (60) days of the Effective Date of the Agreement, 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 Fixed School Safety Camera Speed Detection System(s) at a number of School Zones to be mutually agreed upon between Verra Mobility and County as reflected in a written Notice to Proceed. In addition to any initial School Zones the parties may mutually agree to add additional Fixed School Safety Camera Speed Detection System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT I**.
- 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 hired by Verra Mobility that is licensed to perform engineering services in the state where the Fixed School Safety Camera Speed Detection System will be installed.
- 1.1.5 Verra Mobility shall assist the County with engineering or traffic safety studies as may be desired by County or required by laws applicable to County.

- 1.1.6 Verra Mobility will operate each Fixed School Safety Camera Speed Detection System as authorized by Law, 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 provide County with public information content and outreach campaign strategies ("**Public Safety Campaign**") that complies with Chapter 2023-174, Laws of Florida, at no additional cost.
- 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 perform monthly remote checks and onsite checks at least every six months to ensure the Camera System is operating properly and will provide technician site visits to each Fixed School Safety Camera Speed Detection 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. Non-functional System is defined as a Camera System that is not properly capturing Events
- 1.1.11 If County is using Verra Mobility enabled lockbox or epayment services, County shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.

## **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 County's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide County with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Fixed School Safety Camera Speed Detection

System, and per camera installation in the future. County shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days, County shall be responsible for the normal monthly Fee.

- 1.2.3 Verra Mobility shall provide County with access to the BOS, including image processing, f 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 County to Verra Mobility as indicated in **EXHIBIT G**.
- 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 County's Business Rules.
- 1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form with approval by County, which shall not be unreasonably withheld or delayed.
- 1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with County and use such records to assist County 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, in compliance with section 316.1896(6), Florida Statutes. Verra Mobility reserves the right to pass-through to County any cost increases imposed on Verra Mobility by DMV data sources.
- 1.2.8 The BOS shall provide County 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 County, Verra Mobility reserves the right to modify the suite of standard program reporting available to County, 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. Verra Mobility shall meet with County staff at least quarterly to review the overall performance of the County's Fixed School Safety Camera Speed Detection Systems and ensure any identified deficiencies are promptly corrected.

- 1.2.9 Upon Verra Mobility's receipt of written request from County at least fourteen (14) calendar days in advance of a hearing, Verra Mobility shall provide expert witnesses for use by County in prosecuting Violations at no cost to the County, until judicial notice is taken on the technical aspects of the equipment.
- 1.2.10 Verra Mobility shall provide such training to County personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of County with respect to the Speed Detection System Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon County's, or County designee's request Verra Mobility shall provide County with an expert in the hearing in that case at no cost to County.
- 1.2.11 In those instances where damage to a System (or sensors where applicable) is caused by negligence on the part of County or its authorized agent(s), Verra Mobility shall provide an estimate of the cost of repair of the System and County shall bear the cost of repair. For all other causes of damage Verra Mobility is responsible for the cost of repair or permanent removal of the System.
- 1.2.12 Verra Mobility shall provide a help-line to assist County with resolving any problems encountered regarding its Fixed School Safety Camera Speed Detection System and/or the BOS. The help-line shall function during Business Hours.

## **2. COUNTY OBLIGATIONS FOR IMPLEMENTATION**

### **2.1 GENERAL IMPLEMENTATION REQUIREMENTS**

- 2.1.1 Within fourteen (14) business days of the Effective Date of this Agreement, County shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all County stakeholders, including:
- A project manager with authority to coordinate County responsibilities under this Agreement;
  - Court manager responsible for oversight of all Court-related program requirements;
  - The police contact;
  - The court contact;
  - The person responsible for overseeing payments by violators (might be court);
  - The prosecuting attorney;
  - The County attorney;
  - The finance contact (who receives the invoices and will be in charge of reconciliation);
  - The IT person for the police;
  - The IT person for the courts;



- The public works and/or engineering contact responsible for issuing any/all permits for construction; and
  - Court manager responsible for oversight of all Court-related program requirements.
- 2.1.2 County and Verra Mobility shall complete the Project Time Line within sixty (60) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. County shall make every effort to adhere to the Project Time Line.
- 2.1.3 As requested from time to time by County, Verra Mobility will provide County with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. County shall review the Citation and other notices to ensure conformity with the Laws applicable to County. Except as outlined in Section 1.2.6, Verra Mobility shall not implement changes to the Citation or other notices without County's prior review and sign-off. County is responsible for the content of its Program notices, including but not limited to Citations.
- 2.1.4 County intends to utilize Verra Mobility enabled payment processing channels. County shall designate a County account for deposit / settlement of funds paid by payors. Within seven (7) business days of receipt by County, County 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 County's settlement account's bank, application for payment processing, and a Form W-9, Request for Taxpayer Identification Number and Certification.
- 2.1.5 County law enforcement agency will execute the Verra Mobility DMV Services Subscriber Authorization to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the County 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 County to provide Verra Mobility with a unique County ORI. In order to access certain state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between County and the state DMV may be required by County, including agreements requiring County to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, County shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If County requires Verra Mobility to access

registered owner information from sources other than NLETS or direct through a state DMV, accessible to Verra Mobility at no cost, additional fees will apply.

- 2.1.6 County shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. County's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of County's Program with applicable laws. Verra Mobility shall not be liable for County's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.
- 2.1.7 County is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.
- 2.1.8 Once a Notice to Proceed is granted to Verra Mobility in writing, County shall not issue a stop work order to suspend activity on the implementation process, unless for a safety issue specified by the County or County reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.9 County will comply with all applicable Laws relating to its conduct with respect to the Program. County shall not use the Fixed School Safety Camera Speed Detection Systems, the BOS, or the data captured by the Fixed School Safety Camera Speed Detection Systems or provided by NLETs or DMV data source providers for any purpose not permitted by Law.
- 2.1.10 Once a Fixed School Safety Camera Speed Detection System is installed and certified by Verra Mobility as operational, it shall be immediately put into service at the next available enforcement period or as otherwise mutually agreed to by the Parties.
- 2.1.11 County's law enforcement agency 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 County law enforcement agency fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow County to issue a notice or Citation within statutory timeframes.
- 2.1.12 In the event that remote access to the BOS is blocked by County network security infrastructure, County's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

2.1.13 County 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 School Safety Camera Speed Detection Systems are intended to remain installed for the duration of the Agreement. If County requests that Verra Mobility move a Fixed School Safety Camera Speed Detection System after initial installation, County shall pay for the total cost to relocate the System. Verra Mobility shall provide notice to schools of installation.

2.2.2 If a construction or improvement project requires an installed Fixed School Safety Camera Speed Detection System to be deactivated or requires a Fixed School Safety Camera Speed Detection System, including imbedded sensors, to be moved or removed, the County may elect through written modification to the Agreement, to extend the current term of the Agreement for the time period the Fixed School Safety Camera Speed Detection System was deactivated for a time period required for Verra Mobility to recover its unamortized costs for that Fixed School Safety Camera Speed Detection System or the County may terminate that Fixed School Safety Camera Speed Detection System for convenience pursuant to the Agreement.

2.2.3 Prior to the installation of any System, County shall make best efforts to 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, County shall notify Verra Mobility of any such construction.

2.2.4 Vierra Mobility will design, fabricate, install and maintain camera warning signs and installation and placement of speed detection systems, as well as calibrations and specifications for speed detection systems as required by Law for purposes of operating the Program, in compliance with 316.0776(3)(a), F.S. and other laws as applicable.

2.2.5 County understands that proper operation of the Fixed School Safety Camera Speed Detection System requires access to traffic signal phase connections. County, therefore, shall provide access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of County, it shall be County'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 County.

- 2.2.6 County understands that proper operation of the Fixed School Safety Camera Speed Detection System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. County may 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, if such installation meets all permitting requirements.
- 2.2.7 If the cost to access power is too cost-prohibitive given the Fees in **EXHIBIT G**, the parties may mutually agree on a different location or through a Change Order the County may elect to fund the cost of accessing the power.
- 2.2.8 County shall approve or reject site plans submitted through the standard rights-of-way process.
- 2.2.9 County, or any department of County, 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. County shall also apply for, when in County's name, or coordinate the application for, when in the name of a County 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 County shall issue all needed permits to Verra Mobility and its subcontractor(s) as soon as it can within the County's normal permitting and plan approval process. County 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, and if permitted by law, County shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within County's jurisdiction. County 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 County may allow Verra Mobility to build Infrastructure into any existing County-owned easement where appropriate and not in contravention to any local, state, or federal laws.
- 2.2.13 If use of private property right-of-way is needed, County shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary and if

additional cost is involved Verra Mobility shall bear the cost upon the mutual agreement of the parties.

2.2.14 County shall be responsible for the performance of any engineering or traffic safety studies as may be desired by County or required by laws applicable to County.

## **2.3 COURTS OPERATIONS**

2.3.1 County is responsible for the prosecution and adjudication of Citations in accordance with all applicable Laws.

2.3.2 County shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.

2.3.3 County shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.

2.3.4 Verra Mobility shall provide County 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, County 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 County for the development of any such court interface.

2.3.5 County is responsible for entering all final dispositions of Citations including all payments of Citations into the BOS, either directly through the online adjudication processing module or through the court interface.

## **3. ADDITIONAL SERVICES**

### **3.1 ENHANCED VIDEO SERVICES**

3.1.1 Verra Mobility shall provide video enhancements for all programs offered under this Agreement that permit County to perform remote video retrieval, at each fixed Approach (“Enhanced Video Services”), known as Verra Mobility Live™. County is responsible for and will pay for any of its data storage costs or other usage-based costs that it may incur in connection with its use of the Enhanced Video Services. County agrees to comply with all Laws with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

3.1.2 County expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. County acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by Law for the video file. County agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the County prior to the termination of the Agreement and the County shall serve as the records custodian for any public records created. County agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than County.

**Notwithstanding the foregoing, Verra Mobility acknowledges that as the County's vendor in implementing, administering, and maintaining the County's Speed Detection devices, it is under a duty to comply with 316.1896(15)(b), F.S., which provides:**

*"Any recorded video or photograph obtained through the use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event. The vendor of a speed detection system must provide the county or municipality with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection."*

3.1.3 County agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for County download within 1 business day of request and will be available for retrieval for approximately 14 days; (iii) video file requests from historical video are limited to 30 minutes; if additional footage is required, additional requests may be made by County.

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

- 3.2.1 If authorized by Law, in cooperation with the County's current ALPR provider, Verra Mobility will configure the Fixed School Safety Camera Speed Detection System to interface with the County's ALPR provider's back-office solution (referred to herein as "ALPR Interface Solution").
- 3.2.2 County will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the ALPR Interface Solution.
- 3.2.3 County acknowledges that the ALPR Interface Solution includes intellectual property owned by Verra Mobility and no ownership rights to the intellectual property are transferred to County by this Agreement. County shall not: (a) decompile, disassemble, or otherwise reverse engineer the ALPR Interface Solution or attempt to reconstruct or discover any source code, underlying algorithms, file formats or programming interfaces of the ALPR Interface Solution by any means whatsoever (except and only to the extent that applicable Law prohibits or restricts reverse engineering restrictions); (b) remove any product identification, proprietary, copyright or other notices contained in the ALPR Interface Solution; or (c) modify any part of the ALPR Interface Solution, create a derivative work of any part of the ALPR Interface Solution, or incorporate any part of the ALPR Interface Solution into or with other software, except to the extent expressly authorized in writing by Verra Mobility, including through other agreements between the parties.
- 3.2.4 County shall provide Verra Mobility with copies of any County policies pertaining to its use of the ALPR Interface Solution, which are applicable to Verra Mobility. Verra Mobility shall be afforded a reasonable opportunity to review such policies and will notify County if there are any additional Fees associated with compliance to the policies.
- 3.2.5 Verra Mobility will collaborate with County on a mutually agreeable project schedule outlining all of the milestones required to implement the ALPR Interface Solution.
- 3.2.6 Notwithstanding anything else to the contrary in this Agreement, County agrees that County is solely responsible for the housing and security of all data provided through the ALPR Interface Solution. County expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the ALPR Interface Solution. County acknowledges that for the ALPR Interface Solution data, it is responsible for any preservation, and associated storage requirements that may be required by Law.

- 3.2.7 The County will provide the necessary IT staff and resources necessary to assist Verra Mobility, and the County's ALPR provider, with the implementation of the ALPR Interface Solution.
- 3.2.8 Any additional hardware, software, licensing, resources, installation, support and maintenance required to make the provided ALPR Interface Solution compatible and compliant with County IT, security, privacy, compliance, or other requirements are the responsibility of County.
- 3.2.9 County shall notify Verra Mobility within twenty-four (24) hours of detecting any performance issues with the ALPR Interface Solution.
- 3.2.10 Upon the termination of the Agreement between Verra Mobility and the County, Verra Mobility shall have no further obligations to County regarding the ALPR Interface Solution.
- 3.2.11 Under all circumstances, Verra Mobility shall retain ownership of the ALPR Interface Solution provided for use by County under the terms and conditions of this Agreement. Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the ALPR Interface Solution.



**EXHIBIT I**  
**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 \_\_\_\_\_ ("County"), 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.

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

Below is a list of Approaches provided by County, 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 County 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)

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

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

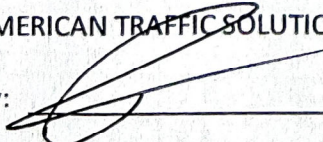
IN WITNESS WHEREOF, County has executed this Notice to Proceed as of the date written below.

[COUNTY]

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

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

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

SON SLOWIN

3/12/24

Name:

Date

Title:

EXECUTIVE VICE PRESIDENT, VERRA MOBILITY