



**TOWN OF PARADISE VALLEY  
AGREEMENT PURSUANT TO SOLICITATION**

This Agreement pursuant to solicitation ("**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("**Effective Date**"), by and between the Town of Paradise Valley, Arizona, an Arizona municipal corporation ("**Town**"), and American Traffic Solutions, Inc., doing business as Verra Mobility, a Kansas corporation ("**Contractor**"). The Town and Contractor are each a "**Party**" to the Agreement or together are "**Parties**" to the Agreement.

**RECITALS**

- A. The Town issued solicitation number RFP-20-149-POL ("**Solicitation**") for Automated Photo Enforcement System, to which Contractor provided a response/offer/proposal ("**Response**"); and
- B. The Town Selected Contractor's Response as being in the best interest of the Town and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

**TERMS & CONDITIONS**

- 1. **Term**. This Agreement is for a term beginning on Effective Date and shall expire two (2) years from the Effective Date. The use of the word "**Term**" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
  - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of three (3) additional years in one-year increments. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current Term.
  - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the Town's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the Town's procurement processes in the selection of a vendor to provide the same or similar services/materials as provided under this Agreement. The Town will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current Term.
- 2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the Town with the services, materials, and obligations attached to this Agreement as **Exhibit A ("**Scope of Work**")**. Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**.

Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the Town will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

**The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response, unless modified herein.**

3. **Orders.** Orders may be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed (Exhibit D -Form Notice to Proceed) or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The Town may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Incorporation of Recitals and Exhibits and Document Order of Precedence.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

- a. Agreement
- b. Exhibits
  1. Paradise Valley Standard Terms & Conditions
  2. Scope of Work
  3. Pricing
  4. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

5. **Payment.**

- 5.1 **General.** Subject to the provisions of the Agreement, the Town will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.

- 5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The Town shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the Town of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the Town's Finance Department.

- 5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the Town will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement, including any Renewals. The Town is only willing to entertain price

adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the Town agrees to the adjusted price terms, the Town shall issue written approval of the change, which may be subject to Town Council approval. The Contractor may submit to the Town a request for a reasonable price adjustment sixty (60) days prior to the end of the Term. Request for adjustments in cost of labor or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with available indexes or by performing a market survey. The Town shall review the request for adjustment and respond in writing.

5.4 **Invoices.** Payment will be made to Contractor following the Town's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the Town; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the Town Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information
- b. Town billing information
- c. Town contract number as listed on the first page of the Agreement
- d. Invoice number and date
- e. Payment terms
- f. Date of service or delivery
- g. Description of materials or services provided
- h. If materials provided, the quantity delivered and pricing of each unit
- i. Applicable Taxes
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

5.5 **Payment of Funds.** Contractor acknowledges the Town may, at its option and where available use a Credit Card/Procurement Card or ACH to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.6 **Disallowed Costs, Overpayment.** If at any time the Town determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the Town will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

## 6. **Insurance.**

6.1 **General.** Contractor must obtain and maintain at its own expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies duly licensed or authorized to do business in the State of Arizona and with an A.M. Best's rating of A+ or above with policies and forms satisfactory to Town; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the Town of Paradise Valley, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured

endorsement or proper insurance policy excerpts. Failure to maintain insurance as required may result in cancellation of this Agreement at the Town's option.

- 6.2 No Representation of Coverage Adequacy.** Nothing in this Section 6 limits Contractor's responsibility to the Town. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement. The Town does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 6.3 Coverage Term.** Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in full force and effect for the Term, including all Renewals and Extensions, of the Agreement.
- 6.4 Policy Deductibles and or Self-Insured Retentions:** The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Contractor is solely responsible for any deductible or self-insured retention amount and the Town, at its option, may require the Contractor to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 6.5 Use of Subcontractors:** If any work is subcontracted in any way, the Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the Town requires of the Contractor in this Agreement. The Contractor is responsible for executing the contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- 6.6** Prior to the execution of the Agreement, Contractor will provide the Town with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The Town reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.7** Contractor's insurance is primary of all other sources available. When the Town is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the Town. If any of the required policies expire during the term of this Agreement, including any Renewal or Extension, the Contractor must provide Town certificates or endorsements within five days of the Renewal or Extension date containing all the necessary insurance provisions.
- 6.8** All policies, except Professional Liability insurance (if applicable) required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor pursuant to this Agreement.
- 6.9** All insurance certificates and applicable endorsements are subject to review and approval by the Town.

Certificates shall specifically cite the following provisions endorsed to the Contractor's policy:

1. The Town of Paradise Valley, its elected officials, agents, representatives, officers, directors, officials, volunteers and employees are named as an Additional Insured under the following policies:
    - a) Commercial General Liability
    - b) Auto Liability
    - c) Excess Liability - Follow Form to underlying insurance as required.
  2. The Contractor 's insurance must be primary insurance for all performance of work under this Agreement.
  3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against the Town, its elected officials, agents, representatives, officers, directors, officials, volunteers, and employees for any claims arising out of work or services performed by the Contractor under this Agreement.
  4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the Town, unless such coverage is immediately replaced with similar policies.
- 6.10 **Minimum Scope and Limits of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, coverage at least as broad and with limits of liability not less than those stated below:

6.10.1 **Workers Compensation Insurance:** The Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Contractor's employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. If Contractor operates with no employees, Contractor must provide the Town with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with applicable law.

6.10.2 **Commercial General Liability:** The Contractor must maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than the following:

Commercial General Liability-Occurrence Form	
General Liability/Aggregate	\$2,000,000
	\$4,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$500,000
Medical Expense (Any one person)	Optional

The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

6.10.3 Vehicle Liability. If any vehicle is used in the performance of the Scope of Work that is the subject of this Agreement, the Contractor must maintain Business Automobile liability, bodily injury, and property damage insurance with a limit of \$1 million per occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work or services under this Agreement. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

6.10.4 Professional Liability (Errors and Omissions Liability). As applicable, Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$2,000,000 each claim and \$4,000,000 annual aggregate. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3-year period.

7. **Notices.**

All notices or demands required by this Agreement must be given to the other Party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other person(s) or address a Party may substitute by giving written notice as required by this section.

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. **Notice by facsimile or electronic mail is not adequate notice.**

**On behalf of the Contractor:**

Verra Mobility  
1150 N. Alma School Road,  
Mesa, Arizona 85201  
Attention: Legal Department

**On behalf of the Town:**

Town of Paradise Valley  
Police Department  
6401 East Lincoln Road  
Paradise Valley, AZ 85253  
ATTN: Chief Peter Wingert

**With required copies to:**

Town Manager  
Town of Paradise Valley  
6401 East Lincoln Drive  
Paradise Valley, Arizona 85253

Town Attorney  
Town of Paradise Valley  
6401 East Lincoln Drive  
Paradise Valley, AZ 85253

8. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the Town; and
  - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party; and
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than Town, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
9. **Paradise Valley Standard Terms and Conditions.** Exhibit C to the Agreement is the Paradise Valley Standard Terms and Conditions, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Paradise Valley Standard Terms and Conditions, the language of the Agreement, without reference to the Exhibits, will control. The Parties or a Party are referred to as a "party" or "parties" in the Paradise Valley Standard Terms and Conditions. The Term is referred to as the "term" in the Paradise Valley Standard Terms and Conditions.
10. **Data Retention Schedule.** Town shall complete and provide to Contractor a records retention schedule consistent with Arizona records retention requirements in a form substantially as attached hereto as **Exhibit F**, and Contractor shall retain such records in conformance with such retention schedule.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party, as those fees and costs are determined by a judicial officer presiding after final determination of the litigation.
13. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
14. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

*(Signatures on Following Page)*

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**TOWN OF PARADISE VALLEY, ARIZONA**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AMERICAN TRAFFIC SOLUTIONS, INC.**

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

David Roberts  
Printed Name

President and Chief Executive Officer  
Title

\_\_\_\_\_  
Date

**ATTEST:**

By: \_\_\_\_\_  
Duncan Miller  
Town Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Andrew J. McGuire  
Town Attorney



**EXHIBIT A**  
**SCOPE OF WORK**

The Request for Proposal, RFP No. 21-143-POL, Scope of Work / Technical Specifications and Response to Request for Proposals by American Traffic Solutions, Inc. d/b/a/ Verra Mobility dated July 26, 2021, together set forth the Scope of Work. The order of precedence described in the Agreement shall apply.

## **EXHIBIT B PRICING**

Pricing shall be as follows. The systems for which fees will be charged will be identified on the Notice to Proceed. The Town does not guarantee any number of Systems or approaches. No construction or upfront costs for Systems or Approaches shall be charged or reimbursable:

\$1,800 - Fixed monthly fee for systems that enforce both RL and Speed (intersection systems)

\$20 per adjudicated citation\*

### **Explanation of how cost to be calculated (example):**

- > Fixed Fee: \$1,800/month each for 12 fixed systems, 2 portable systems, and 2 mobile systems
  - Total annual fixed fee:  $\$1,800 \times 16 \text{ systems} \times 12 \text{ months} = \$345,600$
- > Per adjudicated citation: \$20/RL Violation and \$20 per Speed violation
  - $(1862 \text{ RL violations} + 14,516 \text{ speed violations}) \times \$20 = \$327,560$
- > Total Program Cost: Fixed Fee + Per adjudicated citation Fees = \$673,160

\*Fees to be paid for each violation pled or adjudicated as "responsible" for civil violations and "guilty" for criminal violations; and for attendance at traffic school. No fee is paid for "not responsible" or "not guilty" adjudications.

**EXHIBIT C**  
**PARADISE VALLEY STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the Town will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not Town employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to Town employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded Town employees. Contractor employees will not be regarded as Town employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the Town, Contractor will defend, indemnify and hold harmless the Town from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the Town. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions, including but not limited to insurance and indemnification provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the Town's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the Town will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The Town, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the Town and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the Town's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the Town has adopted a policy establishing a drug-free workplace for itself and those doing business with the Town to ensure the safety and health of all persons working on Town contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel

and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the Town and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
  - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the Town that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the Town.
  - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the Town retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the Town in regard to any random verification performed.
  - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the Town of Paradise Valley to promote non-discrimination. As such, Contractor represents and warrants that neither Contractor nor its employees will discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, , veterans' status, familial status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.
- e. **Israel Boycott Prohibited.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of \$100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.

10. **SALES/USE TAX, OTHER TAXES.**

Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the Town, or should otherwise claim the Town is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the Town for any tax liability, interest, and penalties imposed upon the Town.

11. **AMOUNTS DUE THE TOWN.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the Town during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the Town or fees and charges owed to the Town.

12. **PUBLIC RECORDS.** Contractor acknowledges that the Town is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the Town pursuant to Paradise Valley Procurement Rules Section 2.1 or notified the Town with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event the Town determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the Town, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the Town may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The Town or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the Town may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the Town. The audit of records may occur at Contractor's place of business or at Town offices, as determined by the Town.
14. **BACKGROUND CHECK.** In accordance with the Town's current background check policies, the Town may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the Town's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The Town will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the Town objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the Town, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default of the Agreement if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days
- iii. Conducts business in an unethical manner as set forth in the Town Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.
- a. Contractor will be in default of this Agreement if Contractor is debarred from participating in Town procurements and solicitations in accordance with Article 6 of the Town's Procurement Rules.
- b. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an

- event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
- c. **Anticipatory Repudiation.** Whenever the Town in good faith has reason to question Contractor's intent or ability to perform, the Town may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the Town may treat this failure as an anticipatory repudiation of the Agreement entitling the Town to terminate the Agreement in accordance with section 17(a) below.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- d. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- e. The Town may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the Town may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the Town; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- f. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- g. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the Town, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The Town reserves the right to terminate this Agreement, in part or in whole, for any reason and for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with Section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion, including recovery of fixed monthly fees, or to reimbursement of construction or upfront costs for Systems or Approaches.
- a. In the event the photo enforcement systems provided by Contractor pursuant to this Agreement are made unlawful or otherwise limited or preempted by an Arizona statute, rule or regulation ("Law"), this Agreement shall terminate as required by such Law (or otherwise as provided in this Agreement) and Contractor is entitled only to payment in accordance with Section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion, including recovery of fixed monthly fees, or reimbursement of construction or up-front costs for Systems at Approaches.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the Town becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The Town is a governmental agency which relies upon the appropriation of funds

by its governing body to satisfy its obligations. If the Town reasonably determines it does not have funds to meet its obligations under this Agreement, the Town will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the Town agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion or reimbursement of construction or up-front costs for Systems or Approaches. The Town will make final payment within thirty (30) calendar days after the Town has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
- a. To the fullest extent permitted by law, Contractor, agrees to defend, indemnify and hold harmless the Town of Paradise Valley, its elected officials, agents, representatives, employees, and volunteers (collectively, including the Town, "Town Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys' fees, witnesses' fees and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against Town Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) negligent acts, errors, mistakes or omissions or intentional or willful misconduct of Contractor its officers, agents, employees, or subcontractors (collectively, including "Contractor, Contractor Personnel"); or (ii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless Town Personnel in this Subsection (a) will apply to all Claims against Town Personnel except Claims arising solely from the negligence or intentional acts of Town Personnel.
  - b. The Town assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The Town's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the Town reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the Town, will provide materials or redo such services until in accordance with this Agreement and to the Town's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications. The Town agrees to allow Contractor the use of existing infrastructure, such as poles and conduit, for the installation of the photo enforcement systems at existing fixed enforcement locations.
26. **THE TOWN'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the Town's right to recover against third parties for any loss, destruction, or damage to Town property and will, at the Town's request and expense, furnish to the Town reasonable

- assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the Town.
27. **OWNERSHIP.** Contractor agrees to grant the Town a perpetual irrevocable license for the term of the Agreement to use all deliverables, services, and information provided by Contractor pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, and such deliverables will not be used or released by Contractor or any other person except with prior written permission by the Town. Notwithstanding anything to the contrary in this Section, all violation data, maintenance records, and related information shall be the property of the Town.
28. **USE OF NAME.** Contractor will not use the name of the Town of Paradise Valley in any advertising or publication without obtaining the prior written consent of the Town.
29. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the Town from representing another person (including Contractor) before the Town on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the Town and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the Town.
30. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
31. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder. The Town will reimburse Contractor for the reasonable cost of repairing or replacing any portion of the property or equipment of Contractor damaged directly or indirectly by the Town or any of the Town's employees, contractors or agents.
32. **SAFEGUARDING TOWN PROPERTY.** Contractor will be responsible for any damage or loss to Town real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.
33. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the Town to use, the materials and services being provided, and that the Town may use same without suit, trouble or hindrance from Contractor or third parties.
34. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 33, Contractor will without limitation and at its expense defend the Town against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the Town in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the Town's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the Town the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the Town an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the Town may incur to acquire substitute supplies or services.
35. **CONTRACT ADMINISTRATION.** The Agreement will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators.
36. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the



public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

37. **COOPERATIVE USE OF CONTRACT.** The Town has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. The Town currently holds or may enter into agreements with governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase under the terms and conditions of this Agreement. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The Town is not responsible for any disputes arising out of transactions made by others.
38. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
39. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
40. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
41. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
42. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
43. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the Town for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.
44. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
45. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to the Town, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the Town's and/or

any customer's credit card data in its possession, even if all or a portion of the services to Town are subcontracted to third parties.

**EXHIBIT D  
FORM NOTICE TO PROCEED**

Reference is made to the Agreement Pursuant to Solicitation, Contract No. CON-22-198-POL, by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and the Town of Paradise Valley, Arizona ("Customer"), 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 the implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install 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 & Street)	Type of Enforcement	Camera System Solution
Lincoln Dr @ Palo Cristi EB	RL/Speed on green	Fixed
Lincoln Dr @ Palo Cristi WB	RL/Speed on green	Fixed
Lincoln Dr @ Tatum Blvd EB	RL/Speed on green	Fixed
Lincoln Dr @ Tatum Blvd WB	RL/Speed on green	Fixed
Lincoln Dr @ Mockingbird Ln EB	RL/Speed on green	Fixed
Lincoln Dr @ Mockingbird Ln WB	RL/Speed on green	Fixed
Tatum Blvd @ McDonald NB	RL/Speed on green	Fixed
Tatum Blvd @ McDonald SB	RL/Speed on green	Fixed
Tatum Blvd @ Lincoln Dr NB	RL/Speed on green	Fixed
Tatum Blvd @ Lincoln Dr SB	RL/Speed on green	Fixed
Tatum Blvd @ Desert Jewel Dr SB	RL/Speed on green	Fixed
Tatum Blvd @ Foothill Dr. NB	RL/Speed on green	Fixed
Two (2) Mobile vehicle units	Speed	Mobile
Two (2) Relocatable units	Speed	Relocatable

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

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

TOWN OF PARADISE VALLEY, ARIZONA

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

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

Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

By: 

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

Title: \_\_\_\_\_

**EXHIBIT E  
DMV SERVICES SUBSCRIBER AUTHORIZATION**

**Agency ORI:** \_\_\_\_\_

Date:

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

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

Dear Mr. Minice:

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

Please accept this letter as authorization from the Paradise Valley Police Department for Verra Mobility to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between the City of Paradise Valley, AZ 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 Paradise Valley Police Department.

**SUBSCRIBER INFORMATION**

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

## EXHIBIT F RETENTION SCHEDULE

<u>Type of Record</u>	<u>Minimum Verra Mobility Retention Period</u>
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
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.

**This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into the back-end office system. For the avoidance of doubt, this records retention schedule does not apply to any records related to any pilot data or video obtained or requested for non-violation purposes.**