



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: American Traffic Solutions, Inc. d/b/a Verra Mobility 1150 N. Alma School Road Mesa, Arizona 85201	DATE ISSUED: November 30, 2023
	CONTRACT NO: 23-POL-RFP-419
	CONTRACT TITLE: Red Light & Photo Enforcement

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-POL-RFP-419 including any attachments or amendments thereto.

EFFECTIVE DATE: November 1, 2023

EXPIRES: October 31, 2028

RENEWALS: THIS IS THE FIRST FIVE (5) YEAR AWARD NOTICE OF A POSSIBLE 10 YEAR CONTRACT.

COMMODITY CODE(S): 55009

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 23-POL-RFP-419

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Denise Andrieux

VENDOR TEL. NO.: (443) 866-6712

EMAIL ADDRESS: Denise.Andrieux@verramobility.com

COUNTY CONTACT: Caroline Allen (POL)

COUNTY TEL. NO.: (703) 228-7729

COUNTY CONTACT EMAIL: cvalen@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title Procurement Officer

Date November 30, 2023



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 23-POL-RFP-419

THIS AGREEMENT is made, on 11/30/2023, 2023 between **American Traffic Solutions, Inc., d/b/a Verra Mobility** ("Contractor") a Kansas corporation authorized to do business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia** ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County Nondisclosure and Data Security Agreement (Individual)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to install and operate an Automated Red Light Photo (Photo-RED) and Automated Speed Enforcement System (Photo-SPEED) to improve community safety on public streets, school zones, and work zones (1) reducing the number of red light violations at signalized intersections in the County and (2) reducing the number of speeding violations in school and work zones. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on November 1, 2023 and must be completed no later than October 31, 2028 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than five (5) additional 12-month periods, from November 1, 2028 to October 31, 2033 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The Contractor will be compensated based on a monthly/camera fee based on the unit rates designated in Exhibit B. The County will pay the Contractor one time cost to relocate and install an existing camera at another site that has the "infrastructure" in place (for permanently mounted cameras).

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until October 31, 2024 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any

amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. BACKGROUND CHECK

Contractor and its subcontractors must perform background screening checks on employees and contractors with unescorted access to unencrypted CJI or unescorted access to physically secure locations or controlled areas (during times of CJI processing) consistent with the requirements of the Criminal Justice Information Services (CJIS) Security Policy 5.9.1, dated October 1, 2022 or any updates or amendments.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

15. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age,

disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, all unamortized costs for installation and equipment amortized over five years, as detailed in Exhibit B, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

Except for claims of intellectual property indemnification, personal injury or death, the Contractor's liability under this Agreement will not exceed the greater of \$1,000,000 or the average of the prior 12 months of fees paid by the County pursuant to this Contract. Neither party will be liable to the other for any indirect, incidental, special or consequential damages or for lost profits, lost fines, or lost data, however caused and on any theory of liability, arising out of or relating to this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

25. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subs working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Attachment ____) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking

equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractor or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractor.** If subcontractor are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

26. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

27. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as

soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

29. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final

payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

34. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

35. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

40. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

American Traffic Solutions, Inc. d/b/a Verra Mobility
1150 N. Alma School Road
Mesa, Arizona 85201
Attention: Jon Baldwin, Executive Vice President
Phone: 480-443-7000
Email: jon.baldwin@verramobility.com

Copy to:

American Traffic Solutions, Inc. d/b/a Verra Mobility
1150 N. Alma School Road
Mesa, Arizona 85201
Attention: Kristen Young, Deputy General Counsel - Legal Department
Phone: (480) 596-4627
Email: Kristen.Young@verramobility.com

TO THE COUNTY:

Caroline Allen, Project Officer
Arlington County Police Department
1425 N. Courthouse Rd.
Arlington, VA 22201
Phone: (703) 228-7729
Email: cvalen@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

49. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

51. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not

accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.

- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

52. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Cyber Security Liability – 1,000,000 per claim, with \$2,000,000 annual aggregate.

- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured must be typed on the certificate.
- g. Cancellation - If there is a material change, reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, for at least three (3) years after the term of the Contract has expired.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and if the County reasonably determines the Contractor does not have the financial capacity to meet its obligations under a deductible, the County may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

53. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The

Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

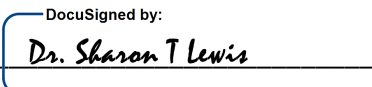
54. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VA

AMERICAN TRAFFIC SOLUTIONS, INC. D/B/A
VERRA MOBILITY

AUTHORIZED SIGNATURE: 
DocuSigned by:
89B86B1AD301462...
NAME: Dr. Sharon T Lewis
TITLE: Purchasing Agent
DATE: 11/30/2023

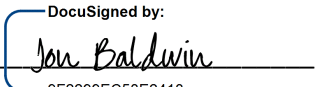
AUTHORIZED SIGNATURE: 
DocuSigned by:
9F2299EC58E2418...
NAME: Jon Baldwin
TITLE: EVP Government Solutions
DATE: 11/29/2023

Exhibit A
SCOPE OF SERVICES

The County intends to award contract(s) to a qualified firm (or firms) to furnish, install, and maintain an automated red light photo enforcement system and an automated speed enforcement system.

A. General Requirements

The contractor shall provide all effort and materials necessary to design, furnish, install, operate, and maintain Automated Red Light Photo Enforcement System (“Photo-RED”) and Automated Speed Enforcement System (“Photo-SPEED”) (collectively, the “Program”). Work shall also include, but not be limited to, digital color image processing; issuance of warnings, notices and summons; coordination of the appeals process; collection of payments; past-due processing and customer service. The County shall establish all operational and administrative Program protocols, including but not limited to determining locations for placement of cameras, establishing violation criteria, identifying the owner of the violating vehicle, approving all citations to be issued, approving accounting and auditing and record keeping procedures.

B. Specific Requirements (Photo-RED and Photo-SPEED)

1. Site Analysis (Photo-RED):

The contractor will review current and historical camera placement and assist the County in determining the optimal placement of camera locations (See List in Appendix E). Information that will be considered will include, but not be limited to, Virginia Department of Transportation (VDOT) guidelines, Arlington County guidelines, vehicle crash data, red light violation data, speed data, and other related data. As a part of this process, the contractor shall monitor potential sites for the purpose of data collection. Within 30 days of the contract award, the contractor shall generate a report that prioritizes and recommends the optimal sites for camera placement. The report shall outline the specific methodology used to generate the recommendations and the reasons why the locations were recommended. Based on the report and upon consultation with the contractor, the County will select, at its sole discretion, the actual sites where the cameras shall be located. The report shall be presented to the County 30 days after the issuance of the contract.

2. Site Analysis (Photo-SPEED):

The contractor will assist the County in determining the optimal placement of the cameras. Information that will be considered will include, but not limited to, VDOT

guidelines, Arlington County guidelines, location requirements, posted speed limit, speed data, and other relevant data. Locations should include roadways around and near schools designated as school crossing/zones and work zones. Location selections should address roadway configuration, cross traffic concerns, and volume of students. See Appendix D for school names, location, hours of operation, etc.

3. Installation/Design Plan (applicable to both systems):
 - a. For each site selected, the contractor shall prepare and submit to the County an installation/design plan. The plan shall outline the placement of all equipment and be submitted in the form and with the level of detail required by the Arlington Department of Environmental Services. The installation/design plan shall be prepared by an engineer licensed to do business in the Commonwealth of Virginia. Installation of the equipment shall not occur until an acceptable installation/design plan is submitted and approved by the County.
 - b. The installation/design plan should minimize the disruption of roadway surfaces and shall conform to all County, state and federal guidelines. The contractor shall be responsible for submitting any plans as prescribed by the [County Code](#) and obtaining all necessary permits and approvals required for installation of the equipment. For the purpose of developing installation time frames, contractors should assume a 30-calendar-day permit process. If the permit process takes longer than 30 days, the contractor will be provided with additional time for final installation equal to the number of extra days required to obtain permits.
 - c. The contractor shall attend pre-deployment meeting(s) as may be required by the County.
 - d. All damage to public property caused by the contractor during installation, operation, maintenance, or removal of the system, e.g., signal conduit, signal cables, interconnect, junction boxes, loops and pavement markings, etc., shall be repaired at the contractor's sole expense.
 - e. Contractor-furnished mounting posts shall be quick punch type constructed of galvanized steel and of suitable size and length (two inch by two inch minimum) for the sign to be installed. The contractor shall be responsible for providing electrical service to the red light or speed camera cabinet and any additional detectors that may be required for the operation of the systems. If LED signal and video detection cameras are already in use, there shall be no change in those devices and no impact to the existing system. All equipment and materials and work shall be approved by Arlington County Department

of Environmental Services.

- f. The contractor will provide and install all required signage required by state and local law.
4. Equipment (applicable to both systems):
- a. Equipment shall include, but not be limited to, software, hardware, camera, flash strobes or infrared, violation detection devices (if applicable), wiring, computer interfaces, communication linkages, signs, and any necessary appurtenances to support a fully functional Automated Photo Red Light and Speed Enforcement System.
 - i. Preference will be given to solutions that utilize a combination of high resolution still images and full motion digital video technologies.
 - ii. All equipment shall remain the property of the Contractor during the term of the contract. The Contractor shall be responsible for the removal of all equipment, less loop detectors, and restoration of all sites to their original condition.
 - iii. The hardware for Photo-RED and Photo-SPEED shall be modular in construction to facilitate rapid installation and maintenance.
 - iv. Photo-RED and Photo-SPEED shall be capable of capturing multiple license plate images displaying the characters and numbers on reflective and non-reflective license plates. Video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
 - v. The systems shall have sufficient data processing capability and associated equipment to record, document and track red light and speed enforcement data for record-keeping and court adjudication. Additionally, each system shall be capable of collecting detailed computer data for statistical analysis and the ability to produce histograms and other graphical depictions for submission in court proceedings and Program analysis.
 - vi. Photo-RED and Photo-SPEED must imprint violation information on the image at the point-of-capture. Information must include, but not be

limited to, location, date, vehicle speed, duration red phase (in 1/10ths time format), duration of the amber phase (in 1/100ths time format) and elapsed time between images.

- vii. Photo-RED and Photo-SPEED shall generate secured violation evidence that can be communicated to and processed using Contractor-supplied or -operated photo enforcement processing systems.
- viii. Photo-RED and Photo-SPEED shall be fully suitable and functional for unattended use under all weather and ambient light conditions.
- ix. Photo-RED and Photo-SPEED shall be synchronized to a single, standard, independent, external and verifiable time and date source.
- x. Photo-RED and Photo-SPEED shall be capable of being flexibly configured to address the specific number of lanes to be enforced at each direction of travel at the site.
- xi. Photo-RED shall be able to automatically detect a vehicle that is violating the red signal indication or posted speed limit. All violations of the red light, left, straight, and right violations shall be recorded. In addition, the system shall also be able to capture and record the speed of such vehicle and the amount of time elapsed between the times when the signal turned red and the time of the violation.
- xii. At a minimum, Photo-RED shall be capable of photographing the rear of vehicles whose drivers commit red light violations. The camera shall have the capability to obtain an image of the rear of vehicles that allows clear identification of the license plate. The equipment shall be able to capture at least two-color photographs per violation. The first photograph shall depict the vehicle before the legal point of violation with the governing traffic signal displayed visibly red in the photograph. The second photograph shall depict the same vehicle continuing through the intersection beyond the legal point of violation with the traffic signal visibly red. The license plate image used to obtain the registered owner's name and address must be identified from one of the intersection photos depicting the actual violation.
- xiii. Photo-RED shall be capable of identifying vehicles traveling through a signalized intersection during the "red" signal phase and recording a series of violation images that track the whole violation event from before the stop-bar and through to existing intersection.

- xiv. Photo-RED shall capture a “scene” image containing red signal in the vehicle’s direction of travel.
- xv. Photo-RED shall be capable of detecting and capturing evidence of violation by slow-moving vehicles. There shall be no minimum “threshold speed” for effective monitoring and evidence capture. Speed should be able to be detected through radar, as opposed to in-ground sensors.
- xvi. Photo-RED shall provide 24/7 intersection monitoring and viewing capabilities for recorded footage.
- xvii. Photo-SPEED shall be capable of identifying vehicles traveling through a school/work zone at 10MPH or more above the posted or active speed limit and recording a series of violation images that track the whole violation event. A portable Photo-SPEED system (self-powered) should be an option for the purpose of rapid deployment to areas deemed necessary by the County.
- xviii. Photo-SPEED shall include distance beyond the speed limit marker. Speed detection shall occur in both directions of travel simultaneously.
- xix. At a minimum, Photo-SPEED shall be capable of photographing the rear of the vehicles whose drivers commit a speed violation. The camera shall have the capability to obtain an image of the rear of vehicles that allows clear identification of the license plate. The license plate image used to obtain the registered owner’s name and address must be identified from the photos/video depicting the actual violation. The system must clearly photograph/video the violation speed and speed limit.

5. Equipment Installation (Photo-RED):

- a. The initial configuration of Photo-RED shall consist of 23 cameras. The County may increase or decrease the number of cameras in the program. A minimum of 15 intersections will be monitored. The Contractor shall provide and install the poles, camera boxes, sensors, related wiring, communication links, computer interfaces, and any ancillary equipment necessary to make the equipment operational. The County prefers to not have any additional intersection mast arms installed.

- b. The County may temporarily disconnect the Contractor's system from the traffic signal system for maintenance, repair, troubleshooting or other reasons related to the proper operation of the traffic signal system.

6. Equipment Installation (Photo-SPEED):

The initial equipment configuration for the Photo-SPEED shall be based on the installation and operation of ten (10) cameras. If, upon site analysis, a speed violation data camera is deemed to be unnecessary, the County may amend this figure. The Contractor shall provide and install the poles, signs, camera boxes, sensors, related wiring, communication links, computer interfaces, and any ancillary equipment necessary to make the equipment operational. The County prefers to not have any additional intersection mast arms installed. Installation of the system shall be completed on a schedule agreed to by the County.

7. Communication Interface/Linkages:

The contractor shall be responsible for the design, installation, maintenance, and operating costs of all communication linkages and power supplies necessary to operate the Program, as well as the costs associated with developing and maintaining appropriate communications linkages with the Virginia Department of Motor Vehicles systems and Arlington County end-user terminals.

8. Maintenance:

- a. The contractor shall repair and maintain all Photo-RED and Photo-SPEED. **Repairs shall be completed within 24 hours of notification that the equipment is not in proper working order.** For each 24-hour period that a camera is inoperable, the contractor shall issue a credit equal by 1/30 of a monthly fee.
- b. The contractor shall provide a monthly report to include all system errors identified and the total non-operational time for each camera site. In addition, the contractor shall provide a tracking system for monitoring and reviewing the status of technical issues identified by County personnel.

9. Contractor Staffing and Location:

The contractor's maintenance staff shall be able to troubleshoot on-site malfunctions within 24 hrs.

10. Performance Standards:

- a. Photo-RED and Photo-SPEED shall operate on a 24-hour-per-day basis, with an exception for downtime associated with repair, maintenance, or rotating/relocating the camera systems from one location to another.
- b. At least 95% of the images taken by Photo-RED and Photo-SPEED shall be of sufficient clarity to capture red light and speed violations.
- c. The contractor shall mail a summons to the violator within one business day from the date the violation is verified by County personnel.
- d. The contractor shall ensure that at least ninety-five percent (95%) of citations are successfully collected.
- e. The contractor shall acknowledge ninety-eight percent (98%) of all citizen inquiries (written, e-mail, or telephone) before the close of the next business day and resolve all inquiries as quickly as practicable.

11. Computer Software, Hardware, and Information System Requirements:

- a. Hardware and software provided by the contractor shall be compatible with the County's operating system (Windows-based, currently Windows 10) for information services and approved by the County before purchase and installation.
- b. County staff must be able to review reports and review/update violator account information online. Separate reports must be available for the Photo-RED and Photo-SPEED. The back-end software shall allow County staff to review all relevant account information to include, at a minimum:
 - i. The vehicle registration plate numbers and characters
 - ii. The state of issue for the vehicle registration plate
 - iii. The vehicle registration plate type
 - iv. The date of the violation event

- v. The time of the violation event
 - vi. The location of the violation event
 - vii. All digitized images demonstrating the violation and tag close-up
 - viii. Payment status
 - ix. Hearing status
 - x. Correspondence tracking
 - xi. Standardized reports (must have ability to review and print reports)
- c. County personnel shall have remote violation account update capability and the ability to, at a minimum: (1) download violation images for printing and mailing to citizens and (2) suspend activity on accounts until further research is completed in special circumstances. System response time shall be near-instantaneous between the remote PC workstations and the contractor's violation-processing system.

12. Revenues:

The Contractor shall provide a monthly report to the County in accordance with generally accepted accounting principles. Revenue reporting must be separate for Photo-RED and Photo-SPEED.

13. Fines:

- a. All fines associated with citations for Photo Red Light violations issued shall be in accordance with Virginia State Code statute; [Systems to Enforce Traffic Light Signals](#) and adhere to the Arlington County Code [14.2-23.1 "Photo-Monitoring of Traffic Light Signals"](#)^[OBJ]
- b. All fines associated with citations for Speed Enforcement System violations issued shall be in accordance with Virginia State Code statute; [46.2-882.1 "Use of photo speed monitoring devices in highway work zones and school crossing zones; civil penalty"](#).

14. Summons Issuance:

- a. The contractor shall provide personnel to view all recorded event images and enter event data including:
 - i. The vehicle registration plate numbers and characters
 - ii. The state of issue for the vehicle registration plate
 - iii. The vehicle registration plate type
 - iv. The date of the violation event
 - v. The time of the violation event
 - vi. The location of the violation event
 - vii. The photographs associated with the violation event
- b. The contractor shall view each image and make a preliminary decision whether it meets the County's criteria to issue a citation. If the County criteria are not met, the representative shall enter the appropriate County defined explanation code. If the photograph does appear suitable for issuance of a citation, the contractor shall prepare the image for County staff verification.
- c. The contractor shall create a third image by cropping, scaling, and adjusting brightness, contrast, etc. to maximize the clarity of the registration plate. The registered owner's information shall then be entered into the system with the violation images for billing process.
- d. The contractor shall prepare and print summons notices for all County-approved violations and prepare evidence packages for court. All summonses shall be in accordance with a County-approved format. First notices must be color photos and must be mailed within one business day after the alleged violation is verified.
- e. The contractor shall send a second follow-up notice to delinquent violators in the event of non-response after a County specified time. The contractor's software shall contain logic that enables automated tracking of all violation account information, including payments and scheduled hearings, to ensure follow-up notices are not erroneously sent to violators.

- f. Second notices will inform the violator that the fine is past due and will include all information included on the first notice, including the three photographs. Second notices may be black and white photos.

15. Adjudication:

The contractor shall coordinate the appeal hearings associated with protests of citations and process appeal hearing deposits. This will include receiving initial appeal requests, scheduling appeal hearings for alleged violators, and providing the County with all supporting documentation needed for court testimony. The contractor shall be responsible for providing the County on a weekly basis, or more frequently if requested, a compilation of all appeals for issuance by the County. The contractor shall be responsible for providing a copy of the citation under appeal along with an affidavit designed to authenticate and ensure the admissibility of the citation. The affidavit shall be from someone capable of stating facts necessary to qualify the citation as a business record and to establish the reliability of the equipment and processes that produced the citation. If a court requires the personal appearance of an individual capable of testifying as to either issue, the contractor shall be responsible for satisfying the court's requirement at no additional cost to the County.

16. Collections:

The contractor shall collect payments on civil penalties. Violators shall have an option to pay by mail or online. The contractor shall provide an interactive Internet portal for online payment submission. Acceptable forms of payment shall include cash, personal checks, money orders, or credit cards. All revenue from citations shall be electronically deposited on a monthly basis in an account designated by the County.

The contractor shall be responsible for all collection activities, including utilization of collection agencies for collection of overdue payments.

17. Arlington County Oversight:

- a. The Arlington County will provide staff that will monitor the operations of the contractor and act as the County's representative, liaison, and project manager. The County's Project Manager or designee must review and approve all citations electronically through the contractor's system before final printing and mailing.

- b. The contractor shall provide an annual report to the County. The report shall include year-to-date statistics, an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented.
- c. The contractor also shall provide monthly reports to the County. The following is a partial list of topics of data and reports that shall be required:
 - i. Number of events
 - ii. Number of violations recorded
 - iii. Number of event violations
 - iv. Traffic volumes and violations by location
 - v. Number of violations not resulting in citations
 - vi. Breakdown of violation rejection categories and amounts
 - vii. Breakdown of citations by location
 - viii. Number of citations prepared and mailed
 - ix. Number and dollar amounts of fines billed and collected calculated on a monthly, year-to-date, and program-to-date basis
 - x. Status of citations issued (outstanding, paid, in collection status, etc.)
 - xi. Number of telephone calls, their resolution, wait time, etc.
 - xii. Adjudication hearings scheduled and held
 - xiii. Adjudication appointments scheduled
 - xiv. Disposition of adjudication hearings
 - xv. Equipment hours of service

xvi. Camera maintenance status and downtime with explanation

18. Customer Service:

- a. The contractor shall provide a toll-free telephone intelligent voice response system for public inquiries.
- b. The contractor shall receive and attempt to resolve all public inquiries, written or by phone, about the program, including summons, enforcement, and overall program management, in accordance with the Arlington County's principles on quality customer service, media relations and other relevant policies or standard procedures. The contractor shall keep a record of all citizens' complaints, responses, resolutions, and actions taken to contact the complainants.

19. Public Information/Education:

The contractor shall coordinate with the County to develop and submit for the County's approval a Public Awareness Public Relations Plan ("Plan") regarding the program.

20. Additional Services:

The contractor shall add cameras to monitor additional intersections or school/work zones at the direction of the County's Project Manager.

The contractor will upgrade the equipment every two (2) years if an upgrade is available that would improve the service of the current configuration.

21. Cost Structure

The County shall pay the contractor based on the number of cameras in operation or number of approaches, or a combination of thereof. The exact pricing structure will be negotiated prior to contract award. The contractor shall be responsible for all ongoing and up-front capital costs of the program, including installation.

EXHIBIT B**CONTRACT PRICING/AMORTIZATION SCHEDULE****CONTRACT PRICING**

RED LIGHT VIOLATION ENFORCEMENT:

	DESCRIPTION	UOM	Proposed Rate
1	MONTHLY RATE PER CAMERA, FOR CAMERAS IN THE INITIAL ROLLOUT	PER MONTH, PER CAMERA	\$3,950
2	ONE-TIME INFRASTRUCTURE FEE TO ESTABLISH CONNECTION FOR A PERMANENTLY MOUNTED CAMERA	EA	NA*
3	MONTHLY LEASE RATE FOR EACH ADDITIONAL CAMERA (IF DIFFERENT FROM ABOVE)	PER MONTH, PER CAMERA	\$3,950
4	INFRASTRUCTURE FEE TO ESTABLISH CONNECTION FOR A PERMANENTLY MOUNTED CAMERA	ONE-TIME FEE FOR EACH NEW LOCATION	NA*
5	RELOCATION FEE	PER CAMERA, PER INSTANCE	\$94,750

SPEED VIOLATION ENFORCEMENT:

	DESCRIPTION	UOM	Proposed Rate
1	MONTHLY RATE, MOBILE CAMERA FOR CAMERAS IN THE INITIAL ROLLOUT	PER MONTH PER CAMERA	\$3,995
2	MONTHLY RATE, PERMANENTLY MOUNTED CAMERA (OPTIONAL)	PER MONTH, PER CAMERA	\$3,995
3	ONE-TIME INFRASTRUCTURE FEE TO ESTABLISH CONNECTION FOR A PERMANENTLY MOUNTED CAMERA	EA	NA*
4	MONTHLY LEASE RATE FOR EACH ADDITIONAL CAMERA (IF DIFFERENT FROM ABOVE)	PER MONTH, PER CAMERA	\$3,995
5	INFRASTRUCTURE FEE TO ESTABLISH CONNECTION FOR A PERMANENTLY MOUNTED CAMERA	ONE-TIME FEE FOR EACH NEW LOCATION	NA*
6	RELOCATION FEE, MOBILE CAMERAS	PER CAMERA, PER INSTANCE	NA*
7	RELOCATION FEE	PER CAMERA PER INSTANCE	\$94,750

*Included in the monthly rate per camera

AMORTIZATION SCHEDULE:

In the event of termination of the agreement prior to the end of its term for any reason, except the material breach by Contractor, or because funds were not appropriated for the services provided under this Contract, for any Camera System installed subsequent to the Effective Date of the agreement the County agrees to pay Contractor an early termination fee based on \$105,000 per Red Light Safety Camera System and \$105,000 per Fixed Speed Safety Camera System, amortized over sixty (60) months on a straight-line basis. For example, if the County was to terminate the agreement 58 months after the Camera System was installed the County would owe Contractor \$3,500 per Camera System pursuant to the following amortization schedule:

Months	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
1	\$ 103,250	\$ 82,250	\$ 61,250	\$ 40,250	\$ 19,250
2	\$ 101,500	\$ 80,500	\$ 59,500	\$ 38,500	\$ 17,500
3	\$ 99,750	\$ 78,750	\$ 57,750	\$ 36,750	\$ 15,750
4	\$ 98,000	\$ 77,000	\$ 56,000	\$ 35,000	\$ 14,000
5	\$ 96,250	\$ 75,250	\$ 54,250	\$ 33,250	\$ 12,250
6	\$ 94,500	\$ 73,500	\$ 52,500	\$ 31,500	\$ 10,500
7	\$ 92,750	\$ 71,750	\$ 50,750	\$ 29,750	\$ 8,750
8	\$ 91,000	\$ 70,000	\$ 49,000	\$ 28,000	\$ 7,000
9	\$ 89,250	\$ 68,250	\$ 47,250	\$ 26,250	\$ 5,250
10	\$ 87,500	\$ 66,500	\$ 45,500	\$ 24,500	\$ 3,500
11	\$ 85,750	\$ 64,750	\$ 43,750	\$ 22,750	\$ 1,750
12	\$ 84,000	\$ 63,000	\$ 42,000	\$ 21,000	\$ -

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Verra Mobility (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 23-POL-RFP-419 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

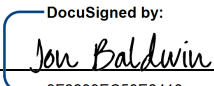
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractor are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractor who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractor shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractor are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  _____
DocuSigned by:
9F2299EC58E2418...
 Printed Name and Title: Jon Baldwin EVP Government Solutions

Date: 11/29/2023

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 23-POL-RFP-419 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

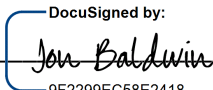
I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed:  _____
Printed Name: Jon Baldwin _____
Date: 11/29/2023 _____

Witnessed:
Contractor’s Project Manager: _____
Printed Name: _____
Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT