

## **AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT**

This **AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT** ("Agreement") is made and entered into this 2nd day of July, 2020 ("Effective Date") by and between the Village of River Forest ("Village"), an Illinois non-home rule municipality, and American Traffic Solutions, Inc. d/b/a Verra Mobility ("Contractor"), a corporation organized under the laws of the State of Kansas authorized to conduct business in the State of Illinois. The Village and Contractor are sometimes referred to in this Agreement individually as "Party," and collectively as "Parties."

### **W I T N E S S E T H**

**WHEREAS**, pursuant to the Illinois Vehicle Code, 625 ILCS 5/1-100, *et seq.*, the Village is, among other things, authorized to provide for "automated traffic law enforcement systems" ("Systems") as that term is defined in Section 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.6; and

**WHEREAS**, the Village desires to enter into this Agreement with Contractor for Contractor to provide equipment, processing and other services on a cost-neutral basis, to enable the use of Contractor's systems to enforce the Village's traffic laws as permitted by law ("Program"); and

**WHEREAS**, the Village President and Board of Trustees find that the use of Contractor's systems will benefit the public's health, safety and welfare by reducing the incidence of red light running and the number of red light running accidents, which often result in injury or death; and

**WHEREAS**, the Village has taken all appropriate legislative steps to authorize the Village's entry into this Agreement; and

**WHEREAS**, Contractor has the expertise to furnish, install, operate and maintain Systems and related services which Contractor promises to provide in this Agreement; and

**NOW THEREFORE**, for and in consideration of mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

### **ARTICLE 1: ACCEPTANCE OF AGREEMENT**

This Agreement, including all exhibits attached hereto and made a part hereof, contains the entire understanding of the Parties with regard to the subject matter hereof. Accordingly, this Agreement supersedes any prior commitments, promises and/or negotiations between the Parties unless otherwise provided herein, and it may be amended only in writing, as agreed by the Parties.

### **ARTICLE 2: DEFINITIONS**

As used in this Agreement, words or terms shall have the following meanings unless the context or usage clearly indicates that another meaning is intended:

- 2.1 "Agreement" means this Automated Traffic Law Enforcement Agreement entered into between the Village and Contractor.

- 2.2 “Approach” means any number of lanes of traffic at a roadway intersection in a single direction of vehicular travel.
- 2.3 “Automated Traffic Law Enforcement System” or “System” means a device with one (1) or more motor vehicle sensors, cameras, controllers and related networking devices working in conjunction with a traffic-control signal displaying a steady red signal indication to produce Recorded Images of motor vehicles entering an intersection against a steady red light signal in violation of Section 11-306 of the Illinois Vehicle Code (625 ILCS 5/11-306) or a similar provision of the Village of River Forest Municipal Code and is designed to obtain a clear recorded image of the motor vehicle and the motor vehicle’s license plate.
- 2.4 “Automated Traffic Law Violation” or “Violation” means a violation described in Section 11-208.6 of the Illinois Vehicle Code (625 ILCS 5/11-208.6) of a motor vehicle entering an intersection against a traffic-control device displaying a steady red signal indication in violation of Section 11-306 of the Illinois Vehicle Code (625 ILCS 5/11-306), or a similar provision of the Village of River Forest Municipal Code evidenced by the Recorded Images produced by an Automated Traffic Law Enforcement System.
- 2.5 “Automated Traffic Law Violation Fine” or “Fine” means the civil penalty authorized by Section 11-208.6(j) of the Illinois Vehicle Code (625 ILCS 5/11-208.6(j)) imposed on the Automated Traffic Law Violator due to an Automated Traffic Law Violation pursuant to Sections 11.208.3 and 11-208.6 of the Illinois Vehicle Code (625 ILCS 5/11-208.3 and 625 ILCS 5/11-208.6) and pursuant to the provisions of the Village of River Forest Municipal Code.
- 2.6 “Automated Traffic Law Violation Notice” or “Violation Notice” means a written notice of Violation issued pursuant to Sections 11-208.3 and 11-208.6 of the Illinois Vehicle Code (625 ILCS 5/11-208.3 and 625 ILCS 5/11-208.6) and pursuant to the provisions of the Village of River Forest Municipal Code.
- 2.7 “Automated Traffic Law Violation Review Officer” or “Review Officer” means a Village police officer appointed by the Chief of Police, or his designee, who reviews the Recorded Images produced by a System to determine whether a violation as described in Section 11-208.6 of the Illinois Vehicle Code (625 ILCS 5/11-208.6) of a motor vehicle entering an intersection against a traffic-control device displaying a red signal indication in violation of Section 11-306 of the Illinois Vehicle Code (625 ILCS 5/11-306) or a similar provision of the Village of River Forest Municipal Code has occurred and to authorize the issuance of an Automated Traffic Law Violation Notice.
- 2.8 “Automated Traffic Law Violator” or “Violator” means a person who has been issued a Violation Notice.
- 2.9 “Axisis” or “Axisis System” means the Axisis Violations Processing system, which is Contractor’s proprietary back-office platform for processing Violations, including the printing and mailing of Violation Notices, the generation of evidence packages and system generated reports, adjudication support, and data management.
- 2.10 “Business Rules” means the Business Rules Questionnaire to be completed by the Village and delivered to Contractor setting forth the business rules for the implementation and operation of the Program.

- 2.11 "Effective Date" of Agreement means the date on which the first (or only) Red Light Camera begins capturing Potential Automated Traffic Law Violations.
- 2.12 "Infrastructure" means the poles, foundation, conduit, and other below-grade infrastructure associated with installing the Systems and Verra Mobility Live.
- 2.13 "Initial Screening" or "Screening" means the process whereby the Contractor reviews all Potential Violations captured by a System and categorizes such events in accordance with the Village's Business Rules to eliminate events, such as the driver of the vehicle did not actually run a red light, there was no license plate on the vehicle, the license plate was unreadable, or the vehicle going through the red light was yielding the right of way to an emergency vehicle or was part of a funeral procession.
- 2.14 "Laws" means all federal, State, or local, laws, ordinances, regulations, orders and directives.
- 2.15 "Potential Automated Traffic Law Violations" or "Potential Violations" means the Recorded Images that have been initially screened before the Review Officer has reviewed the Recorded Images.
- 2.16 "Recorded Images" means images showing the time, date and location of a Violation recorded by a System on: (i) two (2) or more photographs, (ii) two (2) or more microphotographs, (iii) two (2) or more electronic images or (iv) a video recording showing the motor vehicle and, on at least one (1) image or portion of the recording, clearly identifying the registration plate number of the motor vehicle.
- 2.17 "Red Light Incident" means the digital photographic and video recording of a motor vehicle crossing a clearly marked stop line, but if there is no such stop line, before entering the crosswalk on the near side of the intersection, or if there is no such crosswalk, then before entering the intersection when (i) facing a steady circular red signal being displayed by a traffic-control signal or (ii) facing a steady red arrow signal and making a movement indicated by the arrow being displayed by traffic-control signal.
- 2.18 "Service Fees and Charges" means all amounts owed to Contractor for services performed under this Agreement as outlined and listed in **Exhibit A** attached hereto and made a part hereof.

### **ARTICLE 3: SCOPE OF WORK**

In accordance with the terms of this Agreement:

- 3.1 Contractor shall perform all necessary traffic and engineering studies, obtain all permits, furnish all labor materials and equipment, furnish and install any and all Systems as well as perform all maintenance related to the installation of the Systems at its sole expense. After installation, and throughout the length of the term of this Agreement, Contractor shall perform all necessary ongoing maintenance of all Systems at its sole expense. At the end of the term of this Agreement, and where the Agreement is not renewed for another term, Contractor shall perform any necessary maintenance and removal of any and all Systems at its sole expense.

- 3.2 Contractor shall cooperate with and support all educational and public information initiatives the Village chooses to undertake, if any, in order to launch the Program by providing content for written materials (in English and Spanish upon request), and appearing at public hearings related to Systems. Contractor will also train all Village personnel in use of Systems including the adjudication module.
- 3.3 Contractor shall record and provide Recorded Images, consisting of a video clip as well as still digital photographs of the rear of vehicles, specifically capturing images of license plates on those vehicles who may have committed a Potential Violation, to Village's Review Officer(s) after having performed an Initial Screening. These images will be delivered via the internet.
- 3.4 Upon receipt of Review Officer determination that a violation has/violations have occurred, Contractor shall process all Violation Notices, including, but not limited to, retrieval of vehicle registration from the Illinois Secretary of State.
- 3.5 Contractor shall perform all printing and mail of Violation Notices, provide a toll free number and provide all customer service relating to Systems.
- 3.6 Contractor shall facilitate the establishment of the Village's payment processing channels as set forth in Article 13 below.
- 3.7 Contractor shall provide support to Village's adjudicative process. Such support will include use of Contractor's "Adjudication Module" which allows for viewing of violation photographs and video clips, as well as remote technical assistance at the time of hearing(s) and full support services for "Contests by Mail" as more fully described in the Business Rules.

#### **ARTICLE 4: EQUIPMENT**

- 4.1 Contractor shall install Systems at mutually agreed upon Approaches; however, these Approaches must be approved by the Illinois Department of Transportation ("IDOT") before any installation(s) can proceed, whether or not the Parties want and /or believe Systems should be installed, unless said Systems are to be installed on a road outside of IDOT's jurisdiction. The responsibility, cost, and expense of obtaining IDOT approval shall be solely that of Contractor; provided however, the Village shall reasonably cooperate with the Contractor in its efforts to seek IDOT approval. The Parties may agree from time to time to add, subtract, or modify Approaches where Systems shall be installed and maintained; such modification(s) shall be in writing and made a part of **Exhibit B**. Attached hereto and made a part hereof is **Exhibit B**, which sets forth those Approaches the Parties have agreed upon.
- 4.2 Each System maintained and operated by Contractor shall provide the Village with Recorded Images consisting of rear license plate photos and a wide-angle intersection view capable of showing the violator vehicle both before and after entering the intersection. All installation, maintenance, services and repairs on the System(s) are the responsibility of Contractor, not the Village.

- 4.3 Each intersection Approach monitored by System shall have a communication enclosure, pole and foundation, camera units, detection cameras, communication antennas, inductive coils and the associated cable in conduits; if wireless magnetic sensor detectors are used, a small receiver shall be clamped around the pole and wireless sensors would replace in-ground coils.
- 4.4 The System shall interface with the traffic controller.
- 4.5 All equipment, including equipment provided to Village personnel to review, analyze and process Potential Violations, as well as intellectual property shall remain the property of Contractor. Contractor hereby grants the Village a non-exclusive, non-transferable right to access and use the Axis System for the purpose of reviewing Potential Violations, the issuance of Violation Notices, the prosecution of Violations and the collection of Violation Fines. Subject to the Laws, Contractor shall have the right to use all metadata, business intelligence, or other analytics obtained, gathered, or mined by Contractor from the data captured by the Systems and Verra Mobility Live. Furthermore, Contractor has the right to use non-personalized and aggregated Program data for its internal business purposes, analytics, statistical analysis (where the Village's Program data would be aggregated with one or more other programs), and to perform analyses which would further the Village's Program.
- 4.6 Electric utility charges, if any, to operate Systems shall be the responsibility of Contractor.

#### **ARTICLE 5: CHANGE OF LOCATION**

If the Village determines that the maintenance of a System at a certain location is no longer in furtherance of the public health, safety and welfare, Contractor shall remove said System from service upon thirty (30) days written notice from the Village or the System may be moved to a new location at the expense of the Village and upon mutual agreement of the Village and Contractor as to the new location so long as approval has been granted by IDOT if moving System to an IDOT road. All new locations will be evidenced in writing and made a part hereof and appended hereto. If no suitable new location is found, Contractor shall remove the System at no expense to Village. If a System is removed and not relocated before the initial five (5) year term of the Agreement as set forth in Section 14.1 below, the Village shall reimburse Contractor for its unamortized construction and installation costs established to the Village in writing, which initial construction and installation costs shall not exceed Fifty Thousand Dollars (\$50,000.00). Amortization of costs shall occur in equally monthly installments over the initial five (5) year term of the Agreement as set forth in Section 14.1 below.

#### **ARTICLE 6: SIGNAGE**

The Village, at its expense, shall acquire or fabricate all signage to be placed in advance of each enforced Approach. The content and location of such signage shall comply with Section 11-208.6(k) of the Illinois Vehicle Code (625 ILCS 5/11-208.6(k), as amended) and the Illinois Manual on Uniform Traffic Control Devices. If the Village cannot provide such signage, Contractor will do so, and the Village shall reimburse Contractor for such costs.

#### **ARTICLE 7: VIOLATION DETERMINATION AND PROCESSING**

- 7.1 Village shall review all video and photographic evidence of possible Violations within ten (10) days of receiving such evidence; and, Village shall have ultimate responsibility for determining whether a Violation occurred and a Violation Notice should be issued.
- 7.2 Village shall appoint one (1) or more Review Officers to review all Potential Violations and determine whether Violations did, in fact, occur. Contractor shall provide the Review Officer(s) with access to the Recorded Images of the Potential Violations.
- 7.3 The Review Officer(s) shall review the Recorded Images of the Potential Violations within ten (10) days of receiving the Recorded Images to determine whether a Violation Notice shall be issued. The Review Officer(s) shall have ultimate responsibility for determining whether a Violation has occurred and whether a Violation Notice should issue. The decision to issue a Violation Notice shall be the sole, unilateral and exclusive decision of the Review Officer(s). The Review Officer(s) shall communicate each such determination to Contractor by entering his or her decision into Contractor's electronic database.
- 7.4 For each Potential Violation the Review Officer(s) determines a Violation Notice is to be issued, Contractor shall retrieve from the Illinois Secretary of State's database of motor vehicle owners or other source of registered owner information accessible to Contractor as limited agent of the Village the name and address of the registered owner of the motor vehicle to whom the Violation Notice is to be sent. Village shall provide Contractor with access to Illinois Secretary of State's database of registered motor vehicle owners for the purpose of processing and issuing Violation Notices. The Village shall execute the "Verra Mobility DMV Services Subscriber Authorization" in substantially the form attached hereto as **Exhibit D** and made a part hereof, to provide verification to the National Law Enforcement Telecommunications System, indicating that Contractor is acting on behalf of the Village for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721(b)(1) and as may otherwise be provided or required by any provision of applicable State law.
- 7.5 Contractor shall prepare a mock-up of a Violation Notice in accordance with the Village's Business Rules. The Village shall provide a revised draft of the Violation Notice and other notices in accordance with the Laws applicable to the Village and the Violation Notice or other notices, as applicable, fifteen (15) days of receipt of the mock-ups from Contractor. It is anticipated that such Violation Notices shall contain the following information:
  - The name and address of the registered owner of the motor vehicle according to the information supplied by the Illinois Secretary of State or similar office of vehicle registration in foreign states;
  - Copies of Recorded Images depicting the Violation, which shall include a minimum of three (3) images showing the motor vehicle entering the intersection with the controlling traffic-control device displaying a steady red signal, and a close-up view of the rear of the motor vehicle with license plate;
  - A statement that the Recorded Images are evidence of an Automated Traffic Law Violation;
  - Registration number;
  - Violation charged;
  - Date, time and location of Violation;
  - Vehicle make (if readily discernible);

- Information regarding the availability of a hearing to contest the Violation on its merits, specifying the time and manner that such a hearing may be had;
  - The fine imposed, the date of required payment and penalty assessed for late payment;
  - Website address, accessible through the internet, where the violator may review the Recorded Images.
  - A warning that failure to pay the penalty imposed, or to timely contest the Violation, is an admission of liability and may result in suspension of the driving privileges of the registered owner of the vehicle;
  - A statement that the Violator may proceed by paying the Fine or challenging the Fine in an administrative hearing or by mail (if a non-resident) or following the administrative hearing; and,
  - A statement that payment of the Fine and any applicable late payment penalty shall dispose of the Violation with finality.
- 7.6 Contractor shall prepare, print, and mail Violation Notice within thirty (30) days after receipt of the necessary registered owner information from the Illinois Secretary of State or other provider of registered owner information, and in no event, not later than ninety (90) days after the date of violation.
- 7.7 Contractor shall prepare, print and mail a Second Notice of Violation (“Second Notice”) to the Violator if Violator fails to respond timely to the first Violation Notice. This Second Notice shall demand payment of Fine and penalty.
- 7.8 If Violator becomes delinquent in payment to Village of Fine after the Second Notice, Contractor will work with Village’s choice of “Collection Agency” or “Collection Agent” in order to recover payment of Delinquent Fines.

**ARTICLE 8: VERRA MOBILITY LIVE™**

Contractor shall provide the Village with Verra Mobility Live, which allows the Village to perform remote video retrieval, live video viewing, and live video streaming at each Approach. The Village is responsible for and will pay for any of its data storage costs or other usage-based costs that the Village may incur in connection with its use of Verra Mobility Live.

The Village expressly acknowledges that Contractor is under no obligation to retain for any period of time any data produced by Verra Mobility Live (other than the thirty (30) days of video footage retained at the roadside) and once it obtains a requested video file, the Village is responsible for any preservation, and associated storage requirements that may be required by Law for the video file. The Village agrees that since the requested video file is not required by Contractor to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the Village prior to the termination of the Agreement and the Village shall serve as the records custodian for any public records created. The Village agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through Verra Mobility Live, whether by formal public records request or otherwise. Contractor shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through Verra Mobility Live or the provision of access to Verra Mobility Live to anyone other than the Village.

The Village agrees that Verra Mobility Live shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately thirty (30) days; (ii) requested video files pursuant to Verra Mobility Live will be available for the Village download typically within one (1) business day of request and will be available for retrieval for approximately thirty (30) days; (iii) video file requests from historical video are limited to thirty (30) minutes; if additional footage is required, additional requests may be made by the Village; and (iv) to avoid unintended data usage charges, streaming video is limited to ten (10) minute sessions. After ten (10) minutes, users will be prompted to reconnect.

The Village will comply with all Laws with respect to its access to and use of Verra Mobility Live and the data retrieved through Verra Mobility Live, including without limitation any Laws relating to data privacy, photo enforcement, passive surveillance, or public records.

#### **ARTICLE 9: LIMITED AGENCY; NO PARTNERSHIP**

The Village hereby grants Contractor the authority to act on its behalf as a limited agent of the Village for purposes of (i) facilitating the establishment of bank accounts and delivering payment/transfer instructions with prior written notice and permission from the Village; (ii) accessing DMV records; and (iii) generating and administratively processing recorded images of Potential Violations as described in this Agreement and the Business Rules. Contractor and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of the Village. This Agreement does not and shall not be interpreted as creating a partnership, general agency or joint venture relationship between Contractor and the Village.

#### **ARTICLE 10: DATA RETENTION**

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Contractor, Contractor shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on Exhibit C during the term of this Agreement. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Contractor shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on Exhibit C), not previously disposed of in accordance with the data retention schedule at a secured location with secure file transfer protocol ("SFTP") access available to the Village or (ii) provide the Village with a hard-drive, or hard-drives, containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where the Village shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Contractor shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to the Village with respect to such data.

#### **ARTICLE 11: ADJUDICATIVE PROCESS**

11.1 The Village, shall at its sole expense and in its sole discretion, prosecute through its administrative hearing process all Violations which are contested by the Violator, whether written or in-person.



- 11.2 Contractor shall provide, among other things, all electronic documents and other records to Village that are necessary in the prosecution of Violations (Contractor shall provide hard copy documents if requested). Contractor shall provide access to Contractor's website for the purpose of replaying and displaying Recorded Images at Village's administrative hearing. Contractor shall provide "on-call" support for the administrative process.

## **ARTICLE 12: SERVICE FEES**

The Village shall compensate Contractor fees set forth on **Exhibit A** and in accordance with the following:

- 12.1 Contractor shall be paid a flat fee of Three Thousand Seven Hundred and No/100 Dollars (\$3,700.00) per month, per System, for a complete turnkey, all-inclusive System. The fee covers a System that enforces up to four (4) lanes and up to signal phases, System site construction, System installation, System maintenance and repairs, Verra Mobility Live, event processing services, vehicle registration records access, mailing of Notices of Violations in color with return envelope, payment processing facilitation, call center support for general program support, public awareness program support, client staff training and court and adjudication support. Contractor shall pay the Village fifty percent (50%) of the Forest Preserve District of Cook County's annual license fee charged to the Village, which as of the Effective Date is Twelve Thousand and No/100 Dollars (\$12,000.00), for the System at Lake and Harlem.
- 12.2 Any funds owed to Contractor under this Agreement by the Village are subject to the Flexible Payment Plan described below and any funds owed to Contractor under this Agreement by the Village are limited obligations payable solely from revenue from the Systems, to the extent the Systems generate revenue. In no circumstance shall the Village be obligated to pay Contractor an amount in excess of the amount actually received by the Village under this Agreement. The Parties intend that this Agreement be cost neutral, and any funds owed to Contractor in excess of the amount actually received by the Village are waived. None of the Village's financial obligations to Contractor under this Agreement are general obligations of the Village and the general funds of the Village are not obligated in any way under this Agreement.
- 12.3 During the term of the Agreement, payments by the Village may be made to Contractor under a "Flexible Payment Plan" if the total funds collected by the Program are insufficient to cover the fees due to Contractor from the Village. Under the Flexible Payment Plan, the Village may defer certain payments due and owing to Contractor during the term of the Agreement. If at the end of the term of the Agreement sufficient funds have not been collected by the Village to pay the accrued balance then due to Contractor, Contractor agrees to relinquish, forfeit and waive its right to recovery with respect to any balance owing to the Contractor at the end of that term, and the Village shall not be obligated to pay Contractor any such amounts consistent with Section 12.2 above.
- 12.4 This Flexible Payment Plan shall be applied as follows: Contractor shall maintain an accounting of any net balances owed Contractor from the Village each month during the

term. If the total amount of funds collected from all the Systems combined during a month exceeds the amount of Contractor's invoice for the same month, the Village shall pay Contractor the total amount due on the invoice. If the total amount of funds collected from all Systems combined during a month is less than the amount of the Contractor's invoice for the same month, the Village shall pay Contractor only the amount collected during the same month and the payment of the remaining balance shall be deferred and not owed by the Village unless future Program revenues are sufficient to pay the deferred amount. Deferred amounts shall not accrue interest or other charges. If opting to use a Flexible Payment Plan, the Village shall provide Contractor with sufficient information about payments received directly by the Village or by the courts or adjudication system to accurately determine the amount of funds collected. Payments due Contractor shall be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time Contractor invoices, including any accrued balance, are fully repaid, the Village shall retain all additional funds collected. Any funds in excess of the total balance due (whether reserved in cash or not by the Village) shall be available to offset future Contractor invoices during the term of the Agreement. The Village agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all installed Systems and will not be applied on a per System basis or on a per month basis.

- 12.5 Flexible Payment Plan – Limitations. The Flexible Payment Plan shall be suspended for any month, or months, in which: (1) the Village elects not to escalate more than ninety percent (90%) of unpaid Violations in accordance with 625 ILCS 5/11-208.6(j); (2) the Village directs Contractor to relocate a camera after its initial installation to a site where Violation rates are projected by Contractor to be below the rate required by Contractor for an acceptable installation; (3) the Village waives and/or fails to timely process more than ten percent (10%) of valid Violations forwarded to law enforcement for acceptance according to the Business Rules defined by the Village prior to the start of the Program; or (4) the Village does not provide Contractor with access to an accurate accounting of all payments received other than through the payment processing channels facilitated by Contractor.

### **ARTICLE 13: PAYMENT PROCESSING FACILITATION**

- 13.1 Contractor shall facilitate the establishment of payment processing channels on behalf of the Village, including maintaining a lockbox, which lockbox provider shall initially be Retail Lockbox, Inc. and facilitating the establishment of a merchant account with ACI Worldwide, maintain violationinfo.com, track Fine payments, and reconcile the Village pooling account established with U.S. Bank.
- 13.2 The Village will establish a bank account at U.S. Bank in its name and delegate authority to initiate funds transfers to another Village account on a Village-determined frequency. The Village shall provide the Contractor with completed banking forms, which may include among others a participation agreement and submerchant agreement with the payment processor as well as a bank verification letter prepared by U.S. Bank, and a Form W-9, "Request for Taxpayer Identification Number and Certification."

- 13.3 Funds received through all Contractor provided payment channels shall be deposited into the Village-owned U.S. Bank account, which the Village delegates authority to Contractor to access on a limited basis for the purpose of performing certain functions. A record of these payments is entered into the Aaxis System's Billing, Payments and Accounting module ("Aaxis BPA"). At the same time the payments are entered into the Aaxis BPA module, the balances are updated in Aaxis System. Either weekly or monthly, as designated in the Village's Business Rules, Contractor shall initiate an ACH payment from the Village's U.S. Bank pooling account to the Village's designated bank account. Every month, Contractor shall furnish the Village with a reconciliation of received payments and returns recorded in the Aaxis BPA module to the Village-owned and opened U.S. Bank account statement.
- 13.4 Contractor shall maintain and operate a website, at violationinfo.com, which allows Violators to pay Fines by use of credit card. Contractor shall also maintain lockbox services for the collection of Fines paid by mail. Contractor is authorized to charge, collect and retain a service/convenience fee of an additional \$5.00 or up to an additional 5% of the total payment, for each electronic payment processed through the Contractor facilitated payment channels, whichever is higher. The service/convenience fee is paid by the Violator and retained by Contractor.
- 13.5 A Thirty-Five Dollar (\$35.00) charge will be assessed to anyone making payment on a Violation Notice whose check is returned due to Non-Sufficient Funds.
- 13.6 Contractor shall keep true and accurate records of Fines paid and service fees incurred along with associated program statistics. All Fines shall be accounted for in accordance with generally accepted accounting principles. Contractor shall provide a written report of accounting to the Village within forty-five (45) days after the end of each calendar month in which Fines have been paid.
- 13.7 During the term of this Agreement and thereafter for so long as the Village is entitled to payments hereunder, the Village or its authorized agent, shall have the right, at any time, upon reasonable notice (such notice shall be defined as forty-eight (48) hours or more), to examine Contractor's books and records in connection with all monies handled by Contractor on behalf of Village, or in any way associated with this Agreement. Any such inspection may be conducted by Village, or its authorized agents, at Contractor's corporate offices during Contractor's normal business hours.

#### **ARTICLE 14: TERM, RENEWAL, MODIFICATION, TERMINATION**

- 14.1 The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years from the date on which the first (or only) System begins capturing Potential Automated Traffic Law Violations, with one (1) two (2) year renewal, under the same terms and conditions, by mutual agreement of the Parties. The Parties acknowledge and agree that the Agreement is not one for the conveyance of personal services and shall survive the expiration of the term of the duly elected officials of the Village.

- 14.2 If Contractor intends to continue to provide services as outlined in “Article 3: Scope of Work” herein, after the term of this Agreement, Contractor will present a new Agreement to Village for its consideration at least ninety (90) days prior to the expiration of the Agreement. If Village does not intend to enter into a new Agreement with Contractor for the services as outlined in Article 3 herein, Village shall notify Contractor of same, in writing, within the ninety (90) day period preceding the expiration of the Agreement and Contractor shall remove all of its equipment and return all Red Light Camera sites within the Village to their original condition at Contractor’s sole cost and expense, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. If no written notice is given to Contractor by Village of its intent to discontinue Contractor’s services after the term of the Agreement but no new Agreement has been entered into by the Parties by the expiration of the Agreement, it shall be deemed that the Agreement shall remain in full force and effect on a month to month basis and on the same terms until such time as a new agreement has been entered into, or until such time as the Village terminates the Agreement and directs Contractor to remove all of its equipment and return all Red Light Camera sites within the Village to their original condition at Contractor’s sole cost and expense.
- 14.3 If Contractor does not intend to continue to provide services to Village as outlined under “Article 3: Scope of Work” herein after the term of the Agreement, Contractor shall notify Village, in writing, at least one hundred twenty (120) days before the term of this Agreement is set to expire. At the termination of the Agreement, Contractor shall remove all of its equipment and return all Red Light Camera sites to their original conditions at Contractor’s sole cost and expense.
- 14.4 Notwithstanding anything contained in this Agreement to the contrary, if any changes in the Laws in effect as of the Effective Date of the Agreement, whether via the enactment of legislation or non-appealable decisions rendered by courts of competent jurisdiction, make it impossible to use the Systems as originally contemplated by the Parties, this Agreement may be terminated immediately by either of the Parties upon written notice setting forth the reasons for said termination and the Village shall have no further financial obligations. In such case, Contractor retains the right to remove any and all Systems and all other property of Contractor in the possession or control of the Village at Contractor’s sole cost and expense.
- 14.5 The Village may terminate this Agreement for Cause. In this case, “Cause” is defined as: Contractor’s inability to erect a fully functioning Systems within eighteen (18) months from the date of execution of this Agreement; and/or embezzlement, misappropriation of funds, other acts of dishonesty, an action of Contractor or any of Contractor’s employees, owners or agents involving moral turpitude, violations of any Federal, State or local laws, regulations, ordinances, requirements or directives and/or any significant activity by Contractor that is materially harmful to Village’s reputation. If this Agreement is terminated by the Village for cause, Contractor shall not be entitled to receive any damages, funds or remuneration from the Village.
- 14.6 Contractor may terminate this Agreement for Cause. In this case, Cause is defined as: embezzlement, misappropriation of funds, other acts of dishonesty, and/or significant activities willfully engaged in by Village, to and including, any of its officials that are materially harmful to Contractor’s reputation.

- 14.7 The cost and expense of removal of the System(s) and Contractor's property in the possession or control of the Village shall be solely that of Contractor.

#### **ARTICLE 15: WARRANTY**

Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with manufacturer's specifications. Contractor shall perform its services with care, skill and diligence, in accordance with all applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all services furnished under this Agreement. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its services. Contractor understands and warrants that at all times during the term of this Agreement, Contractor and all of its employees, officers, directors, associated parties, affiliates, consigns, and agents shall conduct themselves at all times with due regard to the public conventions and morals. At all times during the term of this Agreement, Contractor (inclusive of its employees, officers, directors, associated parties, affiliates, consigns, and agents) shall not: (i) commit an offense involving moral turpitude under Federal, State or local laws, regulations, ordinances, requirements or directives; (ii) do or commit any act or thing that will tend to degrade Contractor (or by reference or implication, the Village) in society or bring itself into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency; or (iii) do anything that would prejudice Village, its employees, officers, directors, associated parties, affiliates, consigns, agents, or the Village with respect to the performance of the Program or similar services for other units of government. If Contractor fails to meet applicable professional standards, Contractor shall, without additional compensation, correct or revise any errors or deficiencies, or, if at any time, in the reasonable opinion of the Village, Contractor or its employees, officers, directors, associated parties, affiliates, consigns, and agents are determined to have committed any act or done anything (whether intentionally or negligently) which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with Village (inclusive of its employees, officers, directors, associated parties, affiliates, consigns, affiliates, and agents); or (iii) to otherwise violate this clause, then Village may, upon written notice to Contractor, immediately suspend or terminate this Agreement, in addition to any other rights and remedies that Village may have hereunder or at law or in equity.

#### **ARTICLE 16: COMPLIANCE WITH LAWS**

Contractor shall comply with the Laws and all applicable Federal, State, county and local laws, ordinances, regulations, requirements, directives and codes (including procurement or required permits or certificates) in Contractor's performance under this Agreement. This includes any applicable State or local law, rule or regulation affecting or regulating safety, health and ethics. Contractor agrees to defend, indemnify and hold harmless Village, its officials, officers, agents and employees for any loss, damage, penalty, fine or liability sustained because of Contractor's material breach of this Agreement or provisions under the law.

#### **ARTICLE 17: INSURANCE**

- 17.1 Contractor shall procure and maintain throughout the duration of this Agreement insurance against claims which may arise from or in connection with the products, materials,

Systems and services supplied to Village by Contractor. Said insurance (except for Workers Compensation, which only covers Contractor's employees) shall be primary and non-contributory to the Village's insurance and shall name the Village of River Forest, its officials, employees, and agents as additional insureds. Failure to maintain such insurance will be considered a material breach of this Agreement.

17.2 The insurance companies providing coverage shall be rated A- or better. Coverage Limits shall not be written at less than that specified as follows:

- Workers Compensation: \$1,000,000 Each Accident, \$1,000,000 Policy Limit, \$1,000,000 Each Employee
- General Liability: \$2,000,000 Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Products and Completed Operations, \$50,000 Damage to Premises Rented, \$5,000 Medical Expense
- Umbrella: \$5,000,000 Each Occurrence, \$5,000,000 Aggregate

## **ARTICLE 18: INDEMNIFICATION**

18.1 Contractor shall indemnify, defend and hold harmless the Village of River Forest, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs, claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or willful misconduct of Contractor, its officers, agents and/or employees arising out of, related to or in the performance of any of the provisions of the Agreement, including any claims or amounts recovered for any infringements of patent, trademark, or copyright; or from any claims or amounts recovered under the "Worker's Compensation Act" or any Laws, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of River Forest, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

18.2 The Village agrees to indemnify, defend, save and hold harmless Contractor, its agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind of nature whatsoever (including attorneys' fees and costs), which may be incurred on account of injuries to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the gross negligence, willful misconduct, or the grossly negligent or willful misuse of Verra Mobility Live or the data accessed through Verra Mobility Live by the Village or any of its employees, agents, servants, associates, or subcontractors.

## **ARTICLE 19: SEVERABILITY**

If any provision of this Agreement shall be held, or deemed to be, or shall in fact, be unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect

of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

## **ARTICLE 20: REPRESENTATIONS & WARRANTIES**

20.1 Contractor hereby represents and warrants to the Village, as of the Effective Date of this Agreement, as follows:

- a) Contractor is a duly organized and existing corporation and is in good standing under the laws of the State of Kansas. Contractor is qualified to do business in the State of Illinois, is authorized to conduct business as it is presently being conducted, is not in violation of any provision of its organizational or operating agreements, and has the power and authority to enter into this Agreement;
- b) The execution, delivery and performance of this Agreement by Contractor does not constitute and will not upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which Contractor is a Party or may be bound under;
- c) No event has occurred and no condition exists that upon execution of this Agreement would constitute a default or Event of Default, as hereinafter defined. Contractor is not in violation of, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a Party or by which it or its property may be bound, which violation could materially and adversely affect the financial or legal condition of Contractor or the ability of Contractor to perform its obligations under this Agreement;
- d) Neither Contractor nor any of its officers or directors has been convicted of any crime of moral turpitude under Federal, State or local laws, regulations, ordinances, requirements or directives.
- e) Contractor has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or part of its assets, suffered the attachment or other judicial seizure of all or part of its assets, admitted its inability to pay debts as they come due or made an offer of settlement, extension or composition to its creditors generally, and Contractor is not anticipating the occurrence of any of the aforementioned acts.
- f) The information and documents provided by Contractor of the Village in response to the Village's request for proposals for the Program were true, accurate and complete.

20.2 The Village hereby represents and warrants to Contractor, as of the Effective Date of this Agreement, as follows:

- a) The Village has the authority to execute and deliver this Agreement and to perform its obligations hereunder;
- b) the Village has taken all legislative action necessary to approve this Agreement and to authorize its execution and delivery, and the implementation thereof; and
- c) the execution, delivery and performance by the Village of this Agreement does not constitute and will not, upon giving this notice or lapse of time or both, constitute a

breach or default under any other agreement to which the Village is a Party or may be bound.

## **ARTICLE 21: DEFAULTS & REMEDIES**

- 21.1 For purposes of this Agreement, the occurrence of any one (1) or more of the following shall constitute an 'Event of Default':
- a) If, at any time, any warranty, representation, or statement made or furnished by a Party to the other Party is not true and correct in any material respect; and
  - b) If either Party fails (in whole or in part) to fulfill any of its obligations under this Agreement or to materially perform, observe or comply with any of the covenants, agreements or obligations hereunder after notice and opportunity to cure the same.
- 21.2 If an Event of Default occurs, the defaulting Party shall, upon written notice from the aggrieved Party, proceed to cure or remedy such default or breach within thirty (30) calendar days after receipt of such notice ("Cure Period"); provided, however, that if such default is incapable of being cured within said Cure Period, and the defaulting Party commences to cure the default within said Cure Period, provides a written request to extend the Cure Period, and proceeds with due diligence to cure the same, such Cure Period shall be extended (not unreasonably) for the length of time reasonably necessary to cure the default.
- 21.3 At any time during the Cure Period (or extension thereof), the aggrieved Party may request a written report on the status of the steps taken to cure the Event of Default, which shall be complied with by the breaching Party within ten (10) calendar days after receipt of the original request. At all times during a Cure Period or extension thereof, the defaulting Party, shall diligently follow through to completion all such steps necessary to remedy the Event of Default within the shortest possible time. Failure of a Defaulting Party to respond to a request for information as set forth herein shall be considered a failure to diligently undertake the cure of the Event of Default and shall be deemed a waiver of the defaulting Party's opportunity to cure. In case such action is not taken or diligently pursued or the Event of Default is not cured or remedied within the aforementioned period, the aggrieved Party may exercise any rights or institute such proceedings at law or in equity as may be necessary or desirable in its opinion to cure and remedy such Event of Default, including termination of this Agreement.
- 21.4 The rights and remedies of the Parties, whether provided by law or in this Agreement, shall be cumulative and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by such Party at the same time or different times, of any other remedies for the same Event of Default by the defaulting Party.
- 21.5 Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the Event of Default involved).
- 21.6 No waiver made by any Party with respect to any specific Event of Default by the other Party under this Agreement shall be construed as a waiver of rights with respect to any



other Event of Default except to the extent specifically waived in the extent specifically waived in writing.

#### **ARTICLE 22: COUNTERPARTS & FACSIMILE TRANSMISSION**

This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and submitted by facsimile or electronic mail shall have the same effect as an original signature.

#### **ARTICLE 23: GOVERNING LAW; AMENDMENTS**

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Parties submit themselves to the exclusive jurisdiction of those courts located in Cook County, Illinois with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If the laws or regulations regulating the System(s) are amended after the Effective Date, Contractor shall bear the cost, expense and burden of complying with the amended laws or regulations.

#### **ARTICLE 24: FORCE MAJEURE**

Notwithstanding any other provision of this Agreement, neither Contractor nor the Village shall be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement, including but not limited to, the scope of services set forth herein, which result from circumstances or causes beyond Contractor's reasonable control, including without limitation, fire or casualty, acts of God, pandemic, action of a unit of government (other than the Village and its departments) with jurisdiction over the Program, strikes or labor disputes, war or violence (collectively, as well as separate and apart, are each and all "Event(s) of Force Majeure). Notwithstanding the foregoing, Contractor shall be required to use reasonable efforts to mitigate the effects of an Event of Force Majeure, and in no event shall Contractor's financial condition or inability to fund or obtain funding or financing constitute an Event of Force Majeure.

#### **ARTICLE 25: RESPONSIBILITY FOR LOSS**

Where a System malfunction or failure was avoidable, or occurred because of acts or omissions by Contractor, it shall not be responsible for monetary losses to Village resulting therefrom and the Village shall not be responsible to pay Contractor the Service Fees and Charges for the period of time the System malfunctioned or failed.

#### **ARTICLE 26: EQUAL EMPLOYMENT OPPORTUNITY**

Contractor agrees that on the selection of any subcontractor or the use of workers or employees that it will not in any way discriminate against any person, company or corporation due to race, nationality or origin.

**ARTICLE 27: COMMUNICATION AND NOTICES**

No verbal communication between the Parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation as set forth in the Illinois Code of Civil Procedure, rules of the Circuit Court of Cook County. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon:

- a) Actual receipt if personally delivered and the sender received written confirmation of personal delivery;
- b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier;
- c) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified mail, return receipt requested; or
- d) when delivery is refused.

Notices shall be sent to the addresses set forth below, or to such address as any Party may specify in writing:

Verra Mobility  
 1150 N. Alma School Road  
 Mesa, AZ 85201  
 Attn: EVP, Government Solutions

Village of River Forest  
 400 Park Avenue  
 River Forest, Illinois 60305  
 Attn: Village Administrator

With a copy to:

Verra Mobility  
 1150 N. Alma School Road  
 Mesa, AZ 85201  
 Attn: DGC, Government Solutions

Klein, Thorpe & Jenkins, Ltd.  
 20 N. Wacker Drive, Suite 1660  
 Chicago, Illinois 60606  
 Attn: Gregory T. Smith

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

**ARTICLE 28: ASSIGNMENT OF AGREEMENT**

Notwithstanding anything to the contrary in this Agreement, Contractor shall have the right to make, with Village’s prior written consent, which may be withheld in the Village’s sole discretion, any assignment of this Agreement to: (a) any entity with which, or into which, Contractor may consolidate or merge; or, (b) any entity acquiring all or substantially all of the assets of Contractor.

**ARTICLE 29: UNABLE TO CONTINUE**

In the event Contractor is unable to continue to maintain and support the System(s), Contractor will advise Village of same in writing giving a minimum of sixty (60) days’ notice to Village.

Contractor facilitated payment channels shall remain open and available to the Village and Violators who had previously been issued a Violation. The Village may then proceed to enter into contract with another vendor for the same and/or similar services. There will be no penalty to either party.

**ARTICLE 30: NO WAIVER**

The waiver by either Party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance with every term and condition of the Agreement.

**ARTICLE 31: EFFECTIVE DATE**

The Effective Date of this Agreement shall be the date the Village executes this Agreement.

**ARTICLE 32: CONFIRMATION AND AUTHORITY**

The Village and Contractor for themselves and their successors, executors, administrators and assigns agree to the full performance of this Agreement. The persons signing below on behalf of the Village and Contractor certify that each is an agent possessed of authority to bind the Village and Contractor, as applicable, to this Agreement.

**ARTICLE 33: FOIA**

Section 7 of the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/7, as amended, applies to public records in the possession of a party with whom the Village has contracted, including Contractor. The Village will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Contractor acknowledges the requirements of FOIA and agrees, except as provided for in Article 8 related to Verra Mobility Live, to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA, 5 ILCS 140/2(c), as amended) in Contractor's possession or control, and to provide the requested public records to the Village within two (2) business days of the request being made by the Village, when reasonably feasible. Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

**ARTICLE 34: EXHIBITS**

In the event of any conflict between the terms of this Agreement and an Exhibit, the term of this Agreement shall control.

**ARTICLE 35: PILOTS**

Contractor shall not pilot Contractor products and services or products and services that are under development by Contractor or its current or future subcontractors and vendors, except as may be permitted in a separate written agreement with the Village.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth above.

**VILLAGE:**

Village of River Forest

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

Name: Eric J. Palm

Title: Village Administrator

**CONTRACTOR:**

American Traffic Solutions, Inc.

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

Name: Garrett Miller

Title: Executive Vice President,  
Government Solutions

## EXHIBIT A

### FEES

Contractor compensation is based on "Fee Per Services" as set forth herein. The following Fee Schedule is hereby attached and made a part of the Automated Traffic Law Enforcement Agreement.

### MONTHLY FEES PER SYSTEM

\$3,700 per month per system including:

1. Maintenance Service and Repair of System
2. Potential Violation Capture & Initial Screening,
3. Violation Processing & Registration Retrieval
4. Printing & Violation Notice Mailing
5. Adjudicative Support Services
6. Payment Processing
7. Installation of System
8. Public/Community Relations Campaign
9. Training on Use of System
10. Lockbox Service
11. Toll Free Customer Service
12. 30 Day Video stored at the roadside
13. Live Streaming Video Access
14. Use of the Axis Violations Processing System
15. Electric Utilities

### SUBSEQUENT NOTICES MAILING FEE

For any additional notices sent by First Class Mail required by the Village or required by Law in excess of the Violation Notices, Contractor will charge the Village a Subsequent Notices Mailing Fee in the amount of \$2 per notice.

### ACTIVITY DESCRIPTIONS

**Maintenance, Service and Repair of System:** Contractor will be solely responsible for the installation of all System Equipment at agreed upon location(s) (See **Exhibit B** attached hereto and made a part hereof) including, but not limited to: communication enclosure, pole and foundation (typically, helix-based pole, subject to design & engineering review), camera units, detection cameras, communication antennas, inductive coils and associated cable in conduits; if wireless – magnetic sensor detectors and receiver. Additionally, Contractor warrants it will maintain Systems and associated equipment in good working order and provide service and repair of System(s) within sixty (60) hours of identified equipment failure. Except as otherwise provided, Systems will be returned to service within an additional forty-eight (48) hours or advise Village of the reason for delay in returning equipment to service. The cost and expense of service of repair of the System(s) shall be solely that of Contractor.

*Note: Should equipment be destroyed or put out of service due to unforeseen circumstances such as weather, motor vehicle accident, non-scheduled IDOT construction or vandalism, Contractor shall not be subject to the above requirements, however, Contractor will make best efforts to return equipment to service as soon thereafter as practicable.*

**Potential Violation Capture & Violation Screening:** Contractor will provide digital camera Systems capable of reliably capturing clear, photographs of the rear of vehicles, specifically capturing images of license plates on those vehicles whose drivers may have committed red light violations (Potential Violation Capture). Live video feed of each intersection will also be provided to the Village for surveillance purposes, through Verra Mobility Live.

Contractor shall pre-screen Potential Violations in order to send those images to Village for Review and Determination as to whether a Violation was committed. Before the Images are sent to Village, Contractor shall categorize the Potential Violations as directed pursuant to the Village's Business Rules.

All Potential Violations that are not screened "out" during Violation Screening shall be sent by electronic medium to the Village for review by Village's duly appointed Review Officers. Review Officer(s) shall make ALL determinations as to whether a Potential Violation shall be deemed a Violation.

**Violation Processing & Registration Retrieval:** Contractor shall process all actual Violations sent to it by The Village using web-based software. For each Violation processed, Contractor shall retrieve registered vehicle owner information from the Department of Motor Vehicle (DMA)/Secretary of State (SOS) or NLETS.

*Note: Village must provide Contractor access to all DMV/SOS records and/or databases.*

The Village shall direct the applicable law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **Exhibit D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS), indicating that Contractor is acting on behalf of the Village for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1) and as may otherwise be provided or required by any provision of applicable state law.

**Printing & Violation Notice Mailing:** Contractor shall print and mail all Violation Notices, including both First and Second Violation Notices.

Each Violation Notice shall also include, among other items, all information listed in section 7.5 of the Agreement including, a minimum of three (3) images showing the vehicle approaching the intersection with the controlling traffic signal red, the vehicle in the intersection with the controlling traffic signal red, and a close up view of the rear of the vehicle with license plate.

Contractor shall perform a Second Notice Violation mailing if Violator has not responded to the First Violation Notice in a timely manner. *Note: If Violator does not pay the Fine and Penalty demanded in the Second Notice in a timely manner, Contractor shall support the efforts of Village's Collection Agency/Agent to recover payment of Fine(s) and Penalty(ies) by making the*

*Contractor facilitated payment channels available for such payments and recording payments as they are made.*

**Adjudicative Support Services:** Contractor shall provide support to Village's Adjudicative Process. Such support will include use of Contractor's "Adjudication Module" which allows for viewing of Violation photographs and streaming video, as well as in-person or remote technical assistance at the time of hearing(s) and full support services for "Contests by Mail."

*Note: Administrative Hearings must be conducted by an attorney licensed to practice law in the State of Illinois for at least three (3) years and shall have all the powers granted to him or her under 65 ILCS 5/1-2.1-4. Except as set forth in the Agreement and this **Exhibit A**, administrative hearings and court costs are the sole responsibility of Village and are not shared by Contractor.*

**Payment Processing:** All payments made in response to a Violation Notice, whether it be First or Second Notice, whether such payment is made through Lockbox service, on-line, at Village, in response to Administrative Finding or through efforts of Collection Agency/Agent, will be electronically captured by Contractor's Payment Processing System. Full and partial payments may be accepted; provided however, partial payments are only accepted through the lockbox.

**Public/Community Relations Campaign:** Contractor shall support all educational and public information initiatives Village chooses to undertake in order to launch a System program by providing "Content" for written materials in English (and Spanish upon request). Contractor shall appear at public hearings and events related to System program during the Public/Community Relations Campaign period which can be up to and including sixty (60) days.

**Training on Use of System:** Contractor shall train all Village personnel identified by System Program Administrator on any and all parts of the Program, to include, but not limited to use of the Axis System, the adjudication module, and Inputting of Fines, and Verra Mobility Live. Training shall be done as frequently as requested by Village and/or needed.

**License Plate Look-Up with Secretary of State:** Contractor shall interface with the Department of Motor Vehicles/Secretary of State in order to secure information related to the registered owner of the Vehicle driven at the time of Violation. Contractor shall assume the costs for all License Plate Look-Ups.

**Lockbox Service:** Contractor shall maintain a Lockbox service with a third Party institution for the purpose of taking in all payments of Fines made to the Village by check which are not made directly at the Village Hall or other appointed location.

**Toll Free Customer Service:** Contractor shall provide a toll-free telephone number with English and Spanish speaking operators available for the purpose of answering inquiries concerning the System Program as well as Violation Notices. Contractor shall insure that all inquiries shall be handled timely and professionally.

**Signage:** The Village, shall acquire or fabricate, install and maintain all signage to be placed in advance of each enforced Approach. The content and location of the signage shall comply with Section 11-208.6(k) of the Illinois Vehicle Code (625 ILCS 5/11-208.6 (k)) and the Illinois Manual on Uniform Traffic Control Devices.

**30 Day Archived Video:** Contractor shall maintain Video at the enforced Approaches for thirty 30 days.

**Live Streaming Access:** Contractor shall provide the Village Administrator and his designees with access to Contractor's live video streaming twenty-four (24) hours a day, seven (7) days a week. With this, Village will be able to monitor any activity within camera range.

**Relocation of System:** Should System need to be relocated for any reason as outlined in this Agreement, all costs associated with such relocation will be the sole responsibility of the Village.



## EXHIBIT B

It is the intention of the Parties to install and to have installed Systems at the following Approaches, pending approval by IDOT (where necessary):

- Lake Street at Harlem Avenue
- North Avenue at Harlem Avenue

**EXHIBIT C**  
**RETENTION SCHEDULE**

<b>Type of Record</b>	<b>Minimum Verra Mobility Retention Period</b>
Violation Images* (including video clips and related metadata)	12 months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	30 days from Potential Violation capture date
Individually Identifiable Violation Records*	12 months from payment or final adjudication
Individually Identifiable Non-Violation Records**	30 days from Potential Violation capture date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	1 year from date of correspondence
Maintenance Records	12 months from payment or final adjudication of an applicable Violation
Other Program Records	One year from termination of the Agreement

\* Violation Image: an image of a Violation issued as a Violation.  
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Violation.

\*\* Non-Violation Image: an image of a Potential Violation not issued as a Violation.  
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to a Potential Violation not issued as a Violation.

**This records retention schedule does not apply to any Potential Violation data captured by a System, but not uploaded into Axis, nor does it apply to Verra Mobility Live Data.**

**EXHIBIT D**

**DMV SERVICES SUBSCRIBER AUTHORIZATION**

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

DATE

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

**Attn:** Steven E. Correll, Executive Director  
**Re:** Authorization for American Traffic Solutions, Inc. to Perform DMV Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between \_\_\_\_\_ and American Traffic Solutions, Inc., doing business as Verra Mobility, is or will be entered into and will be or is in force. As a requirement of and in performance of that Agreement between \_\_\_\_\_ and Verra Mobility it will be necessary for Verra Mobility to access NLETS motor vehicle data.

Please accept this letter as authorization from \_\_\_\_\_ for Verra Mobility to run motor vehicle inquiries. This authorization is and will be in effect for the term of our agreement with NLETS and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between \_\_\_\_\_ and Verra Mobility, and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the \_\_\_\_\_ and have the authority to empower Verra Mobility to use ORI \_\_\_\_\_ for this function.

**SUBSCRIBER INFORMATION**

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