

ELEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Eleventh Amendment (Eleventh Amendment) is dated effective as of the last signatory on the signature page to this Eleventh Amendment (Effective Date) and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility (Verra Mobility), a Kansas corporation duly registered under the laws of the State of Florida to do business in Florida, with its principal place of business at 1150 N. Alma School Road, Mesa, Arizona 85201, and the City of Sunrise, Florida (City), a municipal corporation of the State of Florida (each individually a Party and collectively the Parties).

RECITALS

WHEREAS, on, or about, December 20, 2010, the Customer and Verra Mobility entered into a Photo Professional Services Agreement (the "Agreement"); and

WHEREAS, on August 12, 2013, the Parties executed a First Amendment to the Agreement; and

WHEREAS, on September 9, 2014, the Parties executed a Second Amendment to the Agreement; and

WHEREAS, on June 25, 2015, the Parties executed a Third Amendment to the Agreement; and

WHEREAS, on August 11, 2017, the Parties executed a Fourth Amendment to the Agreement; and

WHEREAS, on September 19, 2017, the Parties executed a Fifth Amendment to the Agreement; and

WHEREAS, on September 10, 2019, the Parties executed a Sixth Amendment to the Agreement; and

WHEREAS, on September 20, 2022, the Parties executed a Seventh Amendment to the Agreement; and

WHEREAS, on November 29, 2022, the Parties executed an Eighth Amendment to the Agreement extending the term of the Agreement to January 30, 2023; and

WHEREAS, on January 26, 2023, the Parties executed a Ninth Amendment to the Agreement extending the term of the Agreement to January 30, 2024; and

WHEREAS, on January 26, 2024, the Parties executed a Tenth Amendment to the Agreement extending the term of the Agreement to April 29, 2024; and

WHEREAS, Section 16 of the Agreement provides that the Parties may change, modify, or extend terms, conditions or covenants of the Agreement by duly executed written amendments; and

WHEREAS, the Parties desire to extend the term of the Agreement and modify certain conditions, including the scope of services, and to add and revise statutory provisions required by Florida law, in the Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Eleventh Amendment, the Customer and Verra Mobility do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. The City and Verra Mobility hereby agree to extend the term of the Agreement for an additional three (3) years, to expire on May 1, 2027. If a Camera System is installed subsequent to the Effective Date of this Eleventh Amendment, the term of the Agreement shall be extended for three (3) years from the date of the first payable notice of violation from the last installed Camera System. Upgrades of Camera Systems as provided in paragraph 7 of this Eleventh Amendment are not considered new installations and will not extend the term of the Agreement.
3. The fees the City pays Verra Mobility pursuant to the currently installed Camera Systems shall remain the same and unchanged by this Eleventh Amendment, except as set forth herein.
4. Section 14. "State Law to Apply" of the Agreement, as amended, is hereby revised as follows:

Section 14.9 is hereby added to the Agreement to read as follows:

14.9. Entities of Foreign Concern

Verra Mobility certifies that is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes; is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern; and that the government of a foreign country of concern does not have a controlling interest in Verra Mobility.

5. Section 18. "Limited Agency Clarification" is hereby modified to add the following language:

In addition to the other direct agency for a limited purpose as specified in this Section 18., Verra Mobility shall be a direct agent of the City for the limited purpose of establishing a dedicated bank account for the City and processing payments of the red light camera civil penalties to a City designated bank account.

6. The pricing set forth in Exhibit B “Service Fee Schedule” of the Agreement, as amended, is hereby adjusted as follows:

Beginning on the first of the month immediately preceding the Effective Date of this Eleventh Amendment, the Flat Fee Pricing set forth in Exhibit B, as amended, will be reduced from \$4,250 to \$4,000 per Camera System per month for all new and existing red light Camera Systems. All other fees and discounts in Exhibit B “Service Fee Schedule” shall remain the same and unchanged. Notwithstanding anything in the Agreement to the contrary, the Flat Fee Pricing of \$4,000 per Camera System shall be fixed for the three (3) year renewal term as provided by this Eleventh Amendment. The fee structure and all aspects of section 4 of the Third Amendment shall continue to apply to Camera Systems with the Site ID of SNR22, SNR40 and SNR41.

7. **Camera System Upgrades.** Exhibit B “Service Fee Schedule” of the Agreement, as amended, is hereby revised to add the following provision:

Verra Mobility will upgrade all red light Camera Systems in the City of Sunrise with latest Halo technology red light Camera Systems. All upgrades must be mutually agreed to by the parties through a notice to proceed. Each red light Camera System where permitted by FDOT, Broward County and the Customer will have Enhanced Video Services and an optional ALPR Interface Solution. Verra Mobility agrees to perform the aforementioned upgrades at its own cost and the fees shall remain the same at \$4,000 per Camera System per month, except that the fee structure of section 4 of the Third Amendment shall continue to apply to Camera Systems with the Site ID of SNR22, SNR40 and SNR41. Customer will assist Verra Mobility with obtaining all necessary permits and approvals. Verra Mobility and Customer agree to perform their responsibilities in accordance with the terms of this Agreement.

8. The Project Time Line for the upgrade of Camera Systems shall be as follows once the Customer issues a Notice to Proceed (NTP) substantially in the form provided as Attachment “A” to this Eleventh Amendment:

PROJECT TASKS	TIME LINE
Design plans prepared and submitted	30 days after issuance of NTP

FDOT or other agency issuance of permits or other required coordination (e.g., lane closures)	Estimated to be 90-180 days after submittal of plans
Installation of infrastructure and Camera System	90 days after issuance of NTP and all required permits or other coordination provided
Camera System operational date	Estimated 165 – 255 days after issuance of NTP

9. The following Section 3 and its subsections are hereby added to Exhibit A ATS Scope of Work of the Agreement as follows:

3. ADDITIONAL SERVICES

3.2 ENHANCED VIDEO SERVICES

- 3.2.1 Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval, at each fixed Approach (“Enhanced Video Services”), known as Verra Mobility Live™. Customer is responsible for and will pay for any of its data storage costs or other usage-based costs that it may incur in connection with its use of the Enhanced Video Services. Customer agrees to comply with all Laws with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.
- 3.2.2 Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by Law for the video file. Customer agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the Customer prior to the termination of the Agreement and the Customer shall serve as the records custodian for any public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than Customer.

3.2.3 Customer hereby agrees to indemnify and defend Verra Mobility to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility arising out of or related to: (a) Customer's use of the Enhanced Video Services; (b) Customer's misuse of or failure to maintain the security of the data access through the Enhanced Video Services; (c) Customer's violation of any Laws; and (d) any breach of this Agreement by Customer related to Customer's use of the Enhanced Video Services.

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

3.3 AUTOMATIC LICENSE PLATE RECOGNITION INTERFACE SOLUTION

3.3.1 If authorized by Law, in cooperation with the Customer's current ALPR provider, Verra Mobility will configure the Red Light Safety Camera System, and if added to the Agreement, Fixed Speed Safety Camera System and the Transportable Speed Safety Camera System, to interface with the Customer's ALPR provider's back-office solution (referred to herein as "ALPR Interface Solution").

3.3.2 Customer will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the ALPR Interface Solution.

3.3.3 Customer acknowledges that the ALPR Interface Solution includes intellectual property owned by Verra Mobility and no ownership rights to the intellectual property are transferred to Customer by this Agreement. Customer shall not: (a) decompile, disassemble, or otherwise reverse engineer the ALPR Interface Solution or attempt to reconstruct or discover any source code, underlying algorithms, file formats or programming interfaces of the ALPR Interface Solution by any means whatsoever (except and only to the extent that applicable Law prohibits or restricts reverse engineering restrictions); (b) remove any product identification, proprietary, copyright or other notices contained in the ALPR Interface Solution; or (c) modify any part of the ALPR Interface Solution, create a derivative work of any part of the ALPR Interface Solution, or incorporate any part of the ALPR Interface Solution into or with other software,

except to the extent expressly authorized in writing by Verra Mobility, including through other agreements between the Parties.

- 3.3.4 Customer shall provide Verra Mobility with copies of any Customer policies pertaining to its use of the ALPR Interface Solution, which are applicable to Verra Mobility. Verra Mobility shall be afforded a reasonable opportunity to review such policies and will notify Customer if there are any additional Fees associated with compliance to the policies.
- 3.3.5 Verra Mobility will collaborate with Customer on a mutually agreeable project schedule outlining all of the milestones required to implement the ALPR Interface Solution.
- 3.3.6 Notwithstanding anything else to the contrary in this Agreement, Customer agrees that Customer is solely responsible for the housing and security of all data provided through the ALPR Interface Solution. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the ALPR Interface Solution. Customer acknowledges that for the ALPR Interface Solution data, it is responsible for any preservation, and associated storage requirements that may be required by Law. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for ALPR Interface Solution data obtained through the ALPR Interface Solution, whether by formal public records request or otherwise.
- 3.3.7 The Customer will provide the necessary IT staff and resources necessary to assist Verra Mobility, and the Customer's ALPR provider, with the implementation of the ALPR Interface Solution.
- 3.3.8 Any additional hardware, software, licensing, resources, installation, support and maintenance required to make the provided ALPR Interface Solution compatible and compliant with Customer IT, security, privacy, compliance, or other requirements are the responsibility of Customer.
- 3.3.9 Customer shall notify Verra Mobility within twenty-four (24) hours of detecting any performance issues with the ALPR Interface Solution.
- 3.3.10 Upon the termination of the Agreement between Verra Mobility and the Customer, Verra Mobility shall have no further obligations to Customer regarding the ALPR Interface Solution.
- 3.3.11 Under all circumstances, Verra Mobility shall retain ownership of the ALPR Interface Solution provided for use by Customer under the terms and conditions

of this Agreement. Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the ALPR Interface Solution. Furthermore, Verra Mobility has the right to use non-personalized and aggregated ALPR Interface Solution data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's program.

3.3.12 Customer hereby agrees to indemnify and defend Verra Mobility to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer's use of the ALPR Interface Solution, (b) Customer's misuse of or failure to maintain the security of ALPR Interface Solution data in its possession; (c) Customer's violation of any Laws; (d) Customer's misuse or misappropriation of a Verra Mobility products or services; and (e) any breach of this Agreement by Customer related to Customer's use of the ALPR Interface Solution, or ALPR Interface Solution Data.

3.3.13 EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE ALPR INTERFACE SOLUTION AND RELATED SERVICES ARE PROVIDED BY VERRA MOBILITY "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND VERRA MOBILITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE ALPR INTERFACE SOLUTION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. The Parties agree to explore potential locations and discuss results of speed studies with the intent of adding school zone speed detection systems as authorized by Chapter 2023-174, Laws of Florida. Once locations are identified and the City enacts an authorizing ordinance any such school zone speed detection systems may be added to the Agreement through amendment pursuant to Section 16 of the Agreement.

11. Except as expressly amended or modified by the terms of this Eleventh Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Eleventh Amendment and the Agreement, the terms of this Eleventh Amendment shall prevail and control.

12. The provisions of this Eleventh Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another,

whether in writing or orally, concerning the subject matter of this Eleventh Amendment are merged into this Eleventh Amendment.

13. This Eleventh Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Eleventh Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Eleventh Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Eleventh Amendment.

CITY OF SUNRISE, FLORIDA

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

By: _____
Mayor Michael J. Ryan

Signature: _____

Name/Title: _____

_____ day of _____, 2024.

Date: _____

AUTHENTICATION:

City Clerk
(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

ATTACHMENT A
FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and the City of Sunrise, Florida ("Customer"), dated as of December 20, 2010, as amended (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates the upgrade of the Approaches listed below. Verra Mobility shall make its best efforts to upgrade the technology within sixty (60) days of permits being granted, providing that Customer has received permission for all implementations in writing from any third-party sources.

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

Approach (Direction and Roadway)	Type of Upgrades (e.g., full Camera System, Enhanced Video, ALPR Interface)

Only upgrades that do not require movement of the foundation and pole will be applicable to each Approach, unless otherwise mutually agreed to by the parties. All Approaches will receive the latest technology upgrade feasible for each current existing pole location to ensure the least disruption to the Customer's current safety program.

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

CITY OF SUNRISE, FL

By:

Name: Date
Title:

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

Name: Date
Title: