

**WIND DOWN AGREEMENT FOR THE AGREEMENT  
BETWEEN THE CITY OF TAMARAC AND AMERICAN TRAFFIC SOLUTIONS, INC.  
FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM**

**THIS WIND DOWN** (“Wind Down Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Tamarac, Florida (“City”), and American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”), with City and Verra Mobility each individually a “Party” and collectively the “Parties”.

**RECITALS**

WHEREAS, on November 14, 2012, the City and Verra Mobility entered into a Professional Services Agreement, which together with a First Addendum and Second Addendum and subsequent amendments to such Professional Services Agreement constitute the “Agreement” for the City’s photo red light enforcement program (the “Program”); and

WHEREAS, the Agreement is terminated effective as of July 19, 2020 pursuant to section 2.0 of the Agreement; and

WHEREAS, the City and Verra Mobility desire to enter into this Wind Down Agreement for the orderly wind down of the Program; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, all of which are hereby adopted as an integral part of this Wind Down Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Verra Mobility hereby covenant and agree as follows:

1. **Termination.** The Agreement is terminated on July 19, 2020 (the “Program Termination Date”), and this Wind Down Agreement shall set forth the obligations of the Parties upon the termination of the Agreement related to the wind down of the Program. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect as if the Agreement terminated pursuant to its terms.
2. **Term.**
  - A. This Wind Down Agreement shall commence as of July 20, 2020 and shall expire and terminate on July 19, 2021 (the “Wind Down Termination Date”). The period between the Program Termination Date and the Wind Down Termination Date is the Service Term (“Service Term”). The City and Verra Mobility may mutually agree in writing to extend the Service Term, if such additional time is necessary to complete the services required by this Wind Down Agreement. Either party may elect to terminate this Wind Down Agreement, at any time and for any reason, prior to July 19, 2021 by providing the other party 30 days written notice of its intent to terminate the Wind-Down Agreement and all obligations specified in section 5 shall apply as if the Wind Down Agreement had terminated on its expiration date. The City may also reinstate its Program with the same terms and conditions of the Agreement upon the mutual agreement of the Parties, and such agreement will be memorialized in an amended and restated agreement executed by the Parties.
3. **Verra Mobility’s Responsibilities.** Verra Mobility’s responsibilities during the Service Term shall include the following:
  - A. Beginning on the Program Termination Date, Verra Mobility shall cease operation of the Camera Systems. During the Service Term, Verra Mobility shall be responsible for Event processing for Events

that occurred on or before the Program Termination Date, including web application hosting, maintenance and remote administration, clerical data entry and quality review steps, lockbox payment services, web-payment access with user convenience fee charged to violator, call center support for general Program questions, and website accessible to citizens for image viewing, information and payments (violationinfo.com). Verra Mobility is no longer responsible for mailing any Notices on behalf of the City, other than as specified in section 5. of this Wind Down Agreement below. For purposes of this Wind Down Agreement, “Event” means a potential Violation captured by a Camera System.

- B. Maintaining standard payment channels that were available under the Agreement to collect and process payments.
  - C. Notwithstanding anything in section 6.3 of the Agreement to the contrary, within 90 days of Program Termination Date, and in coordination with the City, Verra Mobility shall remove all cameras, radar units, strobes and controllers from the red light camera poles installed at all locations in the City..
  - D. Verra Mobility shall submit an invoice to the City on a monthly basis, covering the fees and costs set forth in section 4. of this Wind Down Agreement below.
  - E. Other than as set forth herein, Verra Mobility shall have no further obligations to the City with respect to the operation of the Program or equipment removal during or after the Service Term.
4. **City’s Responsibilities.** City’s responsibilities during the Service Term shall include the following:
- A. The City shall be entitled to retain the initial dollar amounts of Program revenue per month stated below to cover its administrative costs and agrees to pay Verra Mobility its monthly fees for 12 months beginning July 20, 2020 and ending on July 20, 2021, unless otherwise agreed to by the Parties, as follows:

Month/Year	City Initial \$	Verra Mobility Fee	Month/Year	City Initial \$	Verra Mobility Fee
July 2020	\$13,383	\$46,750	January 2021	\$6,692	\$23,375
August 2020	\$13,383	\$46,750	February 2021	\$6,692	\$23,375
September 2020	\$13,383	\$46,750	March 2021	\$3,346	\$11,688
October 2020	\$13,383	\$46,750	April 2021	\$3,346	\$11,688
November 2020	\$6,692	\$23,375	May 2021	\$3,346	\$11,688
December 2020	\$6,692	\$23,375	June 2021	\$1,673	\$5,844
			July 2021	\$1,673	\$5,844

In addition to the fees stated above, the City shall pay Verra Mobility \$4.00 per Uniform Traffic Citation (“UTC”) mailed certified mail no return receipt requested. The \$4.00 UTC certified mailing fee is not subject to the true-up described below and will not be waived by Verra Mobility. The City’s payment for items set forth in this section 4.A. above are due in full within thirty (30) days of receipt of the monthly invoice. Both the City’s initial dollar amount retained and the Verra Mobility fee will only come from available Program revenue and other than with respect to the payment to Verra Mobility for the UTC mailings, the City has no obligation to pay the Verra Mobility fee to the extent it would exceed Program revenue, described as follows: If after the City retains its initial dollar amount for a month there is not sufficient funds to pay the Verra Mobility fee for the month, the deficit will carry-over to the subsequent month(s). For the subsequent months, after the City retains its initial dollar amount, if there is sufficient Program revenue, the City will pay Verra Mobility the deficit amount from the prior month in addition to

the fee owed to Verra Mobility for the current month. During the month ending before a change in fees occurs, i.e., on 10/31/20, 2/28/21 and 5/31/21, if any deficit is remaining from the prior months due to deficient Program revenue Verra Mobility agrees to waive its right to the deficit amount outstanding. In other words, on 10/31/20, 2/28/21 and 5/31/21 there will be a true-up of any deficit and Verra Mobility is required to waive its right to the deficit dollar amount at that time. Any Program revenue remaining after payment of Verra Mobility fees and any deficit amounts as described in this section shall be retained by the City.

5. **Obligations After Wind Down Termination Date.** Upon the Wind Down Termination Date, the City will terminate all use of the Axis System and any lockbox and other payment portals will no longer be capable of accepting payments. Additionally, violationinfo.com will be disabled and all violators will need to contact the City to review images of their violations. If violators contact Verra Mobility after the Wind Down Termination Date, the violator will be directed to contact the City. If funds or mailings are sent to Verra Mobility after the Wind Down Termination Date by the violator, those funds or mailings will be sent to the City. Within 90 days after the Wind Down Termination Date, Verra Mobility shall place two (2) years of Program Data currently maintained on the Axis System (with “Program Data” defined as including violation images, non-violation Event images, evidence packages, and any violation payment records), not previously disposed of in accordance with the City’s business rules, on an encrypted hard-drive with a key code and will ship the hard-drive to the City. The City agrees that following the Wind Down Termination Date Verra Mobility is under no obligation to maintain any Program Data, including any archive data not currently in Axis, notwithstanding any other provision of the Agreement or the City’s business rules. If the City instructs Verra Mobility to dismiss any or all outstanding unpaid violations and to mail a dismissal notice to a violator, Verra Mobility shall be entitled to a fee of \$2.00 per page per dismissal notice, which fee shall be added to the final invoice sent to the City.
6. **Invoices.** In addition to the invoices submitted pursuant to section 4.A above, the City agrees to pay all outstanding invoices submitted by Verra Mobility, pursuant to Section 1.0 of Exhibit B1 of the Agreement, within 30 days of receipt of any such invoice.
7. **Severability.** Should any section or part of any section of this Wind Down Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any other section of this Wind Down Agreement.
8. **Governing Law.** This Wind Down Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties hereto, their successors, and assigns.
9. **Amendment.** This Wind Down Agreement may be amended only in writing executed by an authorized representative of both the City and Verra Mobility.
10. **Entire Agreement/Conflicts.** This Wind Down Agreement sets forth all covenants, promises, agreements, conditions and understandings between the City and Verra Mobility concerning the Parties’ obligations and rights with respect to the Program termination, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. In the event of a conflict between this Wind Down Agreement and the Agreement, this Wind Down Agreement shall control.
11. **No Waiver.** No provision of this Wind Down Agreement will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Wind Down Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

12. **Scrutinized Companies.** Verra Mobility, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are not engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

- a. Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
  - ii. Is engaged in business operations in Syria.

13. Public Records

**IF VERRA MOBILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VERRA MOBILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**JENNIFER JOHNSON  
CITY CLERK  
7525 NW 88TH AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
[CITYCLERK@TAMARAC.ORG](mailto:CITYCLERK@TAMARAC.ORG)**

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