


CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: May 8, 2026

To: The Honorable City Council
c/o City Clerk, Room 395, City Hall
Attention: Honorable Heather Hutt, Chair, Transportation Committee

From: Laura Rubio-Cornejo, General Manager 
Department of Transportation

Subject: **EXECUTE AGREEMENT BETWEEN THE LOS ANGELES DEPARTMENT OF
TRANSPORTATION AND AMERICAN TRAFFIC SOLUTIONS, INC DBA VERRA MOBILITY
FOR AUTOMATED SPEED SAFETY CAMERA SYSTEM**

SUMMARY

The attached report was approved by the Mayor with ED3 waiver. This report is now referred to the City Council for review and approval.

RECOMMENDATION

That the City Council, in concurrence with the Mayor:

Authorize the Los Angeles Department of Transportation (LADOT) to enter into an agreement with American Traffic Solution, Inc. dba Verra Mobility for a term from May 1, 2026 to January 1, 2032, with an amount not to exceed \$38,375,000 for the operation and management of the Automated Speed Safety Camera System.

BACKGROUND

On October 13, 2023, Governor Newsom signed California's Assembly Bill 645, establishing the Speed Safety System Pilot Program. The bill designated the City of Los Angeles as an authorized participant in this initiative, which permits the implementation of Speed Safety Camera (SSC) systems to capture images of vehicles exceeding established speed limits. This program is authorized to operate for 5 years or until January 1, 2032, whichever comes first.

In November 2023, Council directed LADOT to report back with a proposed work plan to comply with the provisions of AB 645 and to implement a speed safety system pilot program in the City of Los Angeles. In April 2024, Council adopted LADOT's proposed work plan. On June 3, 2025, LADOT released a Task Order Solicitation (TOS #CC-102) to the LADOT On-Call Consultant bench to hire a consultant to assist with location selection, stakeholder and community engagement, and to draft the Speed Safety System Use Policy and a Speed Safety System Impact Report. On August 13, 2025, LADOT issued a Notice to Proceed (NTP) to TYLin for consultant services to deliver these program components. On September 19, 2025, City Council adopted LADOT's August 20, 2025, report that included a description of the scope of work

for TOS #CC-102.

On February 11, 2026, the LADOT released the Speed Safety System Impact Report and Use Policy, as well as the list of 125 locations where speed safety cameras are recommended for placement. These policy documents and locations were made available for public review and comment for a minimum of 30 days, as required by the California Vehicle Code as amended by California Assembly Bill (AB) 645.

On March 20, 2026, the LADOT transmitted a letter to the city council summarizing the comments received as of March 13, 2026, provided in Council File (CF) 23-1168, in accordance with the state mandated 30-day public period. On March 24, 2026 the City Council adopted the final list of 125 locations.

DISCUSSION

In order to launch the speed safety systems pilot program, LADOT requires contractual services for both equipment and personnel to issue, validate, track, and process citations and support back-end administrative symptoms related to citation management. To expedite program implementation, LADOT seeks to piggyback off the competitive process and contract execution completed by another pilot city.

Los Angeles City Charter Section 371(e)(8) allows for cooperative arrangements with other governmental agencies to utilize their purchasing and services contracts. In December 2024, the City of Oakland issued a Request for Proposals (RFP) to implement an SSC System and subsequently entered into a 6-year contract (Work Order Number: 21781) with American Traffic Solutions, Inc. dba Verra Mobility on June 17, 2025.

The City of Oakland has agreed to allow LADOT to "piggyback" off this competitively bid contract. This arrangement allows LADOT to:

- Utilize the same prices, terms, and conditions established by the City of Oakland.
- Establish a separate contract number and annual cost ceiling for Los Angeles.
- Expedite the deployment of life-saving technology rather than waiting for a new, lengthy RFP process.

Verra Mobility possesses the requisite skills and technology to oversee the system, including speed-measurement devices and back-end administrative systems for citation management. LADOT has determined that this contract meets all requirements for a speed safety system program and that using this existing contract is the most feasible, efficient, and expeditious way to launch the pilot program.

The state authorization for this pilot program is subject to a limited timeframe. The pilot allows the city to operate the speed safety system program for five years, or until January 1, 2032. Given that the system entails several months of rigorous testing and implementation prior to an official launch, adhering to the standard procurement process would hinder LADOT's ability to fully leverage the

authorized five-year operational period. A delay in system implementation would result in a missed opportunity to enhance public safety and address pressing traffic concerns within the City, such as street racing and intersection takeovers. Delaying the program launch will reduce revenue, adversely affecting the City’s ability to reimburse the special fund for initial costs and manage ongoing operational expenses effectively.

LADOT requested contract authorization and a waiver from the ED3 review process. As of April 27, 2026, the Mayor has approved this authorization and waived the ED3 review process.

FISCAL IMPACT

Approval of this agreement will not immediately impact the General Fund. LADOT will establish a specific annual cost ceiling for this contract. Front funding for the speed enforcement program operator was appropriated in the Fiscal Year (FY) 2025-26 Adopted Budget with \$589,262 from the Measure R Local Return Fund and \$4,185,912 through the Measure M Local Return Fund. The legislation specifies that revenues derived from the program shall first be used to recover program costs, including the aforementioned contract costs, followed by traffic calming measures. LADOT will develop an expenditure plan for program cost recovery and an associated traffic-calming program as part of the City’s annual budget cycle or, as necessary, during interim Financial Status Reports. LADOT anticipates full cost recovery in each operating year of the pilot program.

Table 1 details the previously allocated front funding and its sources for the contract. This front funding is sufficient for 9 months of the annual contract cost of \$6,675,000

Table 1: Front Funding Sources

Front Funding Sources	Amount
Measure R Local Return Fund	\$589,262
Measure M Local Return Fund	\$4,185,912
TOTAL	\$4,775,174

LRC:TC:ctr

Attachments

 20260428 DOT Updated SSC Mayor's Report Verra DBA American Traffic Solutions.pdf

TRANSMITTAL

TO
Department of Transportation

DATE
04/28/2026

FROM
The Mayor

REQUEST FOR AUTHORIZATION TO ENTER INTO AN AGREEMENT BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND AMERICAN TRAFFIC SOLUTIONS, INC DBA VERRA MOBILITY FOR AUTOMATED SPEED SAFETY CAMERA SYSTEM

Approved, ED3 waived, and transmitted for further processing.




MAYOR
(Mitch Kamin for)

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: April 3, 2026

To: The Honorable Karen Bass, Mayor
Office of the Mayor
Attention: Legislative Coordinator

From: Laura Rubio-Cornejo, General Manager 
Department of Transportation

Subject: **AUTHORIZATION TO ENTER INTO AN AGREEMENT BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND AMERICAN TRAFFIC SOLUTIONS, INC DBA VERRA MOBILITY FOR AUTOMATED SPEED SAFETY CAMERA SYSTEM AND REQUEST FOR ED3 WAIVER**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authority to execute an agreement with American Traffic Solutions, Inc., dba Verra Mobility (Verra Mobility) for the implementation, operation, and maintenance of an Automated Speed Safety Camera (SSC) System (CF 23-1168). LADOT requests a waiver of the Mayoral Executive Directive 3 (ED3) review process. The waiver would facilitate contract execution and project delivery.

RECOMMENDATION

That the City Council, subject to approval of the Mayor:

Authorize the LADOT General Manager to execute a five-year agreement with American Traffic Solutions, Inc., dba Verra Mobility, for the operation and management of the Automated Speed Safety Camera System, with compensation not to exceed \$33,375,000.

BACKGROUND

On October 13, 2023, Governor Newsom signed California's Assembly Bill 645, establishing the Speed Safety System Pilot Program. The bill designated the City of Los Angeles as an authorized participant in this initiative, which permits the implementation of Speed Safety Camera (SSC) systems to capture images of vehicles exceeding established speed limits. This program is authorized to operate for 5 years or until January 1, 2032, whichever comes first.

To ensure the prompt implementation of this initiative, LADOT seeks to engage a partner with specialized technical expertise to provide a comprehensive, turnkey solution. This solution will encompass the development, validation, tracking, and processing of citations and penalties, as well as support for back-end administrative systems related to citation management. Given that LADOT does not possess the necessary ownership of such a system, it is imperative to partner with a contractor capable of delivering an all-inclusive solution. Additionally, LADOT currently lacks the required equipment, personnel, time, and internal resources to design and implement this complex system internally.

DISCUSSION

Los Angeles City Charter Section 371(e)(8) allows for cooperative arrangements with other governmental agencies to utilize their purchasing and services contracts. In June 2025, the City of Oakland issued a Request for Proposals (RFP) to implement an SSC System and subsequently entered into a 6-year contract (Work Order Number: 21781) with American Traffic Solutions, Inc. on June 17, 2025.

The City of Oakland has agreed to allow LADOT to "piggyback" off this competitively bid contract. This arrangement allows LADOT to:

- Utilize the same prices, terms, and conditions established by the City of Oakland.
- Establish a separate contract number and annual cost ceiling for Los Angeles.
- Expedite the deployment of life-saving technology rather than waiting for a new, lengthy RFP process.

Verra Mobility possesses the requisite skills and technology to oversee the system, including speed-measurement devices and back-end administrative systems for citation management. LADOT has determined that this contract meets all requirements for a speed safety system program and that using this existing contract is the most feasible, efficient, and expeditious way to launch the pilot program.

The state authorization for this pilot program is subject to a limited timeframe. The pilot allows the city to operate the speed safety system program for five years, or until January 1, 2032. Given that the system entails several months of rigorous testing and implementation prior to an official launch, adhering to the standard procurement process would hinder LADOT's ability to fully leverage the authorized five-year operational period. A delay in system implementation would result in a missed opportunity to enhance public safety and address pressing traffic concerns within the City, such as street racing and intersection takeovers. Delaying the program launch will reduce revenue, adversely affecting the City's ability to reimburse the special fund for initial costs and manage ongoing operational expenses effectively.

LADOT requests contract authorization and a waiver from the ED3 review process for the following reasons:

- **Operational Time Constraints:** The state authorization for this pilot program is subject to a limited timeframe. The pilot allows the city to operate the speed safety system program for five years, or until January 1, 2032. Given that the system entails several months of rigorous testing and implementation prior to an official launch, LADOT is requesting to initiate the pilot as soon as possible to fully leverage the authorized five-year operational period.
- **Public Safety Impact:** A delay in system implementation would result in a missed opportunity to enhance public safety and address pressing traffic concerns within the City, such as street racing and intersection takeovers.

FISCAL IMPACT STATEMENT

Approval of this agreement will not immediately impact the General Fund. LADOT will establish a specific annual cost ceiling for this contract. Front funding for the speed enforcement program operator was appropriated in the Fiscal Year (FY) 2025-26 Adopted Budget with \$589,262 from the Measure R Local Return Fund and \$4,185,912 through the Measure M Local Return Fund. The legislation specifies that revenues derived from the program shall first be used to recover program costs, including the aforementioned contract costs, followed by traffic calming measures. LADOT will develop an expenditure plan for program cost recovery and an associated traffic-calming program as part of the City's annual budget cycle or, as necessary, during interim Financial Status Reports. LADOT anticipates full cost recovery in each operating year of the pilot program.

LRC:TC:CTR

Attachment

Agreement between City of Los Angeles and American Traffic Solutions, dba Verra Mobility

AGREEMENT NO. _____

BETWEEN

THE CITY OF LOS ANGELES

AND

AMERICAN TRAFFIC SOLUTIONS, INC DBA VERRA MOBILITY

FOR

AUTOMATED SPEED SAFETY CAMERA SYSTEM

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**AGREEMENT NO.
BETWEEN
THE CITY OF LOS ANGELES
AND
AMERICAN TRAFFIC SOLUTION, INC DBA VERRA MOBILITY**

This Agreement between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as "LADOT"), and American Traffic Solution, Inc dba Verra Mobility, an Arizona corporation (hereinafter referred to as "Contractor"), is entered into with reference to the following:

WHEREAS, on October 13, 2023, California's AB 645 (the speed safety system pilot program) was signed into law by Governor Newsom, including the City of Los Angeles, to implement an Automated Speed Enforcement Pilot Program (the Project). The Project involves using Speed Safety Camera (SSC) System to improve road safety and is authorized to be operational for five years or until January 1, 2032, whichever comes first; and

WHEREAS, in June 2025, the City of Oakland released a Request for Proposals for the implementation and operation of an Speed Safety Camera (SSC) System; and

WHEREAS, Contractor has management and technical expertise to provide the services and entered into Contract (Work Order Number: 21781) with the City of Oakland on June 17, 2025; and

WHEREAS, pursuant to the Los Angeles City Charter Section 371(e)(8) this cooperative arrangement is allowed as an exception to the CITY's competitive bidding requirements and the City of Oakland has agreed to allow LADOT to "piggyback" off Contractual Services Agreement No. 21781 with American Traffic Solutions by executing its own personal service contract, establishing a separate contract number and annual cost ceiling, utilizing the same prices, terms and conditions set forth in Contractual Services Agreement No. 21781;

WHEREAS, LADOT requires assistance to provide and oversee a Speed Safety Camera System that incorporates cameras and speed measurement devices to identify and capture images of vehicles that exceed the posted speed limit, operate and maintain a system to create, validate, track, and collect citations and penalties; and

WHEREAS, the Contractor possess the requisite skills, technologies, and proficiencies in these areas, and has agreed to provide such services to the LADOT; and

WHEREAS, it would be more feasible, efficient and expeditious for this work to be performed by a Contractor who possess the requisite experience and expertise;

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the parties agree as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The parties to this Agreement are:

- 1.1.1. City – The City of Los Angeles, a municipal corporation, having its principal office at 100 South Main Street, 10th Floor, Los Angeles, California, 90012.
- 1.1.2. Contractor – American Traffic Solution, Inc. dba Verra Mobility, an Arizona Corporation, having its principal office at 1150 N Alma School Rd., Mesa, AZ 85201.

1.2 Representative of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- 1.2.1. The City’s representative is, unless otherwise stated in the Agreement:

Laura Rubio-Cornejo, General Manager
Los Angeles Department of
Transportation 100 South Main Street,
10th Floor
Los Angeles, California, 90012

- 1.2.2. The Contractor’s representative is, unless otherwise stated in the Agreement:

David Roberts, Present and Chief Executive Officer
American Traffic Solution, Inc. dba Verra Mobility
1150 N Alma School Rd.
Mesa, AZ 85201

- 1.2.3. The designated Project Manager for the City is: Christopher Rider, Senior Transportation Engineer, Vision Zero Programs
Los Angeles Department of Transportation
100 South Main Street, 9th Floor
Los Angeles, California, 90012
Christopher.Rider@lacity.org

1.3 Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via email and with certified mail or overnight delivery service that ensures delivery within 2 days, addressed to recipient as follows:

American Traffic Solution, Inc. dba Verra Mobility
1150 N Alma School Rd.
Mesa, AZ 85201
Attn: David Roberts, Present and Chief Executive Officer
paul.stjean@verramobility.com

Any party to this Agreement may change the name or address of representatives for the purpose of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

2. TERMS OF AGREEMENT

2.1 Term

The Agreement shall begin on {date start} and end on {date end} unless otherwise terminated in accordance with the termination provisions set forth in Attachment A - Standard Provisions for City Contracts (Rev. 1-25 [v.2]).

2.2 Conditions of Work Commencement

Performance will not begin until the Contractor has obtained approval of insurance as required herein.

2.3 Funding Contingency

The obligations of the City under this Agreement shall be conditioned upon the City's ability to secure funding from the designated funding agencies, the availability of appropriated City funds in the current and subsequent fiscal year budgets for the purpose of financing this Agreement, and the projected revenue from the SSC program. In the event that the City is unable to secure the necessary funding from the funding agencies, or if City funds are insufficient, or if the revenue generated is inadequate to meet the costs associated with this Agreement, the Contractor hereby agrees to release the City from any further obligations or liabilities arising under this Agreement.

3. CONTRACTOR RESPONSIBILITIES

3.1 Scope of Work

The Contractor shall supply and implement a turnkey Speed Safety Camera (SSC) System to deploy fixed speed cameras at up to 125 strategically selected locations throughout the city. Whenever possible, the SSC Systems will be positioned to monitor traffic on both approaches of two-way roadways. At the Los Angeles Department of Transportation (LADOT)'s sole discretion, the Contractor will be required to remove, relocate, or replace the SSC Systems at no additional cost to the LADOT, in accordance with the terms of the referenced contract.

The turnkey system shall be fully tested and calibrated and be able to operate continuously, 24 hours a day, 7 days a week, to capture photographic evidence of speeding violations. The photographic data collected will be subject to review and approval by the LADOT staff, and such data shall be used only to substantiate any speed infractions committed by vehicle operators in accordance with California Assembly Bill (AB) 645.

The SSC system shall consist of a vendor-supplied and supported architecture, including firmware, hardware, and a licensed, secure, hosted Citation Processing Management System (CPMS). This system is designed to deliver services utilizing the most current and accepted security and encryption protocols. All systems and services provided by the contractor must comply with the requirements set forth in AB 645 and the city's master data agreement, which is hereby attached and incorporated by reference.

In addition to the Regular Tasks above, **the contractor is also responsible for the specific tasks outlined in Exhibit A**, the comprehensive Speed Safety Camera System Scope of Work (SOW).

4. COMPENSATION AND METHOD OF PAYMENT

4.1 Compensation

The City will pay the Contractor a firm, fixed price for Services as specified in Attachment A Scope of Work (SOW). The base contract value for camera services is \$33,375,000, calculated at a rate of \$4,450 per camera per month for 125 cameras over a five-year (60-month) term. In addition to the base contract, the City shall reimburse the Contractor for actual, out-of-pocket United States Postal Service (USPS) postage. These costs shall be billed as a separate line item on the monthly invoice. The City has allocated a maximum postage budget of \$5,000,000 (\$2,500,000 in Year 1 and \$625,000 in each subsequent year). This amount combined with the fixed base contract cost of \$33,750,000 totals a not-to-exceed contract ceiling of \$38,750,000. The City shall only be obligated to pay for the documented, actual costs incurred by the Contractor. The Contractor will submit invoices to the City as outlined in the SOW, and the City will pay such invoices in U.S. dollars via immediately available funds within thirty (30) days of receipt. The City reserves the right to withhold payment for non-performance, delayed deliverables, or breach of contract, and maintains audit rights over all invoices and supporting documentation

4.2 Method of Payment

For services provided under this Agreement, the Contractor will be paid by the City in accordance with Section 4.1, Compensation, and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information on each invoice:

- Name and address of company or firm
- Date of Invoice and period covered
- Invoice Number
- Agreement Number
- Date and description of services provided
- Amount of Invoice
- Total amount payable

The Contractor must submit invoices to:

Christopher Rider, Senior Transportation
Engineer Los Angeles Department of
Transportation
100 South Main Street, 9th Floor
Los Angeles, California, 90012

4.3 The CITY may request in writing, changes to the content and format of the invoice and supporting documentation to substantiate costs at any time.

4.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation.

5. DATA GOVERNANCE, SECURITY, AND INCIDENT RESPONSE

The Data Governance, Security, and Incident Response will be outlined in the Master Data License and Protection Agreement between the City of Los Angeles, acting by and through the Los Angeles Department of Transportation (LADOT), and American Traffic Solution, Inc dba Verra Mobility (Exhibit B)

6. GENERAL TERMS AND CONDITIONS

6.1 Standard Provisions for City Contracts

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 1-25) [v.2]), attached hereto and incorporated herein as Exhibit C

6.2 Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, Agents, employees, assigns and successors in interest, the Contractor shall defend, indemnify, and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs or experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either Party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the Contractor, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies available to the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

6.3 Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its subcontractors, in performing the work under this Agreement; or (2) as a result of the City's actual or intended use of any Work Product (as defined in PSC-21) furnished by the Contractor, or its subcontractors, under this Agreement. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

7. CONTRACTOR WARRANTIES

Contractor represents and warrants that:

- (a) It has the requisite experience, certifications, skills, and qualifications necessary to perform the Services:
 - (i) in a timely, competent, and professional manner, without the advice or direction of the City.
 - (ii) in accord with the highest standards for the profession, industry, specialization and practice of information technology including, without limitation, for those persons that are engaged in providing services of a like nature and complexity such as and including, without limitation, of: (a) technical design services to facilitate the use of information technology by cities and enterprises and end users, or (b) specialized technology-oriented solutions by combining the

- processes and functions of software, hardware, networks, telecommunications and electronics, or (c) cloud-based and internet systems and services such as Software as a Service (“SaaS”), or (d) system security and privacy advice and services; and
- (iii) in accordance with applicable governmental requirements, statutes, regulations, rules, and ordinances including, without limitation, applicable system security and data privacy laws and regulations (“Law”).
 - (b) It is able to fulfill the requirements of this Agreement and that failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement.
 - (c) It owns or has the unencumbered Intellectual Property Rights to provide the Services to the City
 - (d) It owns or has the unencumbered rights to license and/or assign to the City, as provided in this Agreement, all results of its Services to the City hereunder.
 - (e) The Services will be free from defects in design, workmanship, and materials, delivered to City hereunder; (ii) will conform in all material respects to the Specifications.
 - (f) It will use all reasonable efforts, including appropriate testing, to ensure that the Services do not contain viruses, contaminants, or other harmful code that may harm the City systems or City software.
 - (g) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATION, ACKNOWLEDGEMENT, CONDITION OR WARRANTY OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY STATUTORY, EXPRESS, IMPLIED OR OTHER WARRANTIES OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE REGARDING ANY SERVICES, DELIVERABLE OR ANY OTHER PRODUCT DELIVERED TO THE CITY UNDER THIS AGREEMENT.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

See Exhibit B City of Los Angeles Master Data License Protection (Rev. 2019) Agreement between the City and the Contractor.

9. LIMITATION ON LIABILITY

- (a) Either party's liability to the other party for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted shall not, in the aggregate, exceed the greater of three [3] times the total amount of the Agreement or the limits of Contractor's IT Professional/Cyber Liability Insurance coverage per Schedule Q (“City's Insurance Requirements”).
- (b) In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits and lost business opportunities) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or

loss.

- (c) This limitation on liability shall not apply to damages arising from Contractor's Indemnification obligations as set forth in this Agreement including, but not limited to, Contractor's breach of its duties and obligations of any Section of this Agreement, nor due to fraud, bad faith, intellectual property infringement, bodily injury, death, intentional and willful misconduct, or grossly negligent acts.

10. BANKRUPTCY

All rights and licenses granted to the City pursuant to this Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. In a bankruptcy or insolvency proceeding involving Contractor, the parties agree that the City, as licensee of such rights, shall retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, and the provisions thereof shall apply notwithstanding conflict of law principles. The parties further agree that, in the event of the commencement of a bankruptcy or insolvency proceeding by or against Contractor under the U.S. Bankruptcy Code, the City shall be entitled to a complete duplicate of any such intellectual property, including the source code for Contractor's licensed software and software it has used to provide City its Service hereunder regardless of whether Contractor has placed the source code in escrow, along with all embodiments of such intellectual property, to which the City would otherwise be entitled under this Agreement, and the same, if not already in the City's possession, shall be promptly delivered to the City (a) upon any such commencement of a bankruptcy proceeding upon written request therefore by the City, unless Contractor elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under (a) above, upon rejection of this Agreement by or on behalf of Contractor upon written request therefore by the City. If, in a bankruptcy or insolvency proceeding involving Contractor, the provisions of the U.S. Bankruptcy Code referenced above are determined not to apply, the City shall nevertheless be entitled to no less than the protection offered by the provisions of the U.S. Bankruptcy Code with respect to its entitlement to and rights to the use and possession of all intellectual property to which the City has been granted rights under this Agreement notwithstanding the bankruptcy or insolvency of Contractor.

11. TERMINATION

(a) The CITY may, at any time prior to completion of work, terminate this Agreement without cause, in whole or in the part, with the CONTRACTOR, including, but not limited to default by the CONTRACTOR, upon written notice to the CONTRACTOR at least sixty (60) days prior to the effective date of such termination. The CONTRACTOR shall promptly submit its termination claim for payment to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR shall account for the same and dispose of it in the manner the CITY directs.

(b) Upon receiving notice of Agreement termination, the CONTRACTOR shall begin the transition of service and equipment back to the CITY and the CITY's designated replacement

CONTRACTOR in an amount of time to be determined by the CITY.

(c) Termination for Convenience by City. CITY may terminate this Contract for CITY's convenience pursuant to Standard Provisions 9 in Attachment A - Standard Provisions (Rev. 1-25 [v.2]).

12. INDEPENDENT CONTRACTOR

- (a) Rights and Responsibilities. City shall have no authority over or responsibility for employees and subcontractors of Contractor. It is expressly agreed that, in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has complete and sole discretion for the manner in which the Work and Services under this Agreement is performed. Contractor will determine the method, details and means of performing the Services described in the SOW.
- (b) Contractor acknowledges and agrees that (i) Contractor's employees and subcontractors are under Contractor's sole supervision, direction, and full control of Contractor, and (ii) that Contractor controls the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with Social Security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees.
- (c) Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest, or damages suffered by the City resulting from Contractor's failure to comply with this provision.
- (d) Non-Exclusive Relationship Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.
- (e) Cooperation of the City The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
- (f) Extra Work Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

13. AUTHORITY

Each individual executing this Agreement or any Purchase Order or Amendment, hereby represents and warrants that he or she has the full power and authority to execute this Agreement or such Purchase Order, or Amendment on behalf of the named party such individual purports to bind.

14. SURVIVAL

All provisions of this Agreement, including its Exhibits, which by their terms should survive, shall survive the expiration or termination of this Agreement.

15. ORDER OF PRECEDENCE

In the event of any inconsistencies between the body of this Agreement, exhibits, or attachments, the order of precedence will be as follows:

1. This Agreement and any amendments between the CITY and CONTRACTOR
2. Exhibit F – Speed Safety System Use Policy
3. Exhibit A – Scope of Work
4. Exhibit B – Master Data License and Protection Agreement
5. Exhibit C – Standard Provisions (Rev. 1-25 [v.2])

Attachments:

Exhibit A - Scope of Work
Exhibit B - Master Data License and Protection Agreement
Exhibit C - Standard Provisions (Rev. 1-25 [v.2])
Exhibit D - Los Angeles - Verra Mobility - Cooperative Pricing Letter
Exhibit E - Gen 146 Required Insurance & Minimum Requirements
Exhibit F - Speed Safety System Use Policy
Exhibit G - Final ASE Camera Locations

[Signature page follows]

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Laura Rubio-Cornejo
General Manager
Department of Transportation

Date: [mm/dd/yyyy]

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

By: _____

Kevin Dufner
Deputy City Attorney

Date: [mm/dd/yyyy]

American Traffic Solutions, Inc. dba Verra Mobility

**Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign*

By: _____

David Roberts
Chief Executive Officer

By:

[Name]

[Title]

Date: [mm/dd/yyyy]

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____

[Name]
Deputy City Clerk

Date: [mm/dd/yyyy]

City Business License Number: [BTRC Number]
Internal Revenue Service Taxpayer Identification Number: [Number]
Said Agreement is Number [Contract Number] of City Contracts

Exhibit A Scope of Work

Scope of Work

Automated Speed Safety Camera System

The City of Los Angeles (City) is seeking proposals to implement and provide for the design, installation, maintenance, and operation of an automated speed safety camera system. The City seeks fixed speed cameras to be put in place at 125 locations, with cameras positioned to enforce both approaches of traffic on two-way roadways. The Contractor may be required to remove, relocate, and/or replace SSC systems at no additional charge to the City. The system may only be in operation for five years, or until January 1, 2032, whichever date is sooner (see milestones in section 15) and be in place for at least five years. All camera systems must adhere to the specifications outlined in California Assembly Bill (AB) 645.

1.000 System Planning and Design

1.010 In coordination with the City, plan and design each system approach for any new approach or approach requiring removal. Plans will adhere to all applicable requirements and consider all applicable guidelines.

1.020 Conduct necessary analysis such as but not limited to site and structural analysis and field locating of assets. Contractor is responsible for obtaining necessary permits, approvals, and certifications as required by the applicable governmental entity having jurisdiction within the public right of way unless otherwise informed by the City

1.030 Of the 125 camera systems to be installed, each location has different existing conditions outlined in detail in Exhibit G Final ASE Camera Locations. Variable installation costs should be captured in the cost proposal spreadsheet. Additional costs for capital upgrades should be frontloaded into the first two years; monthly rates should stabilize by the third year (and later) of camera operation.

1.040 Please specify the approximate power draw per system and provide a cost estimate for 24-hour operation. Contractor must coordinate power connection installation with Department of Water and Power (DWP). While power costs will be paid by the City through its existing DWP contract, contractor is responsible for monitoring and reporting power usage to prevent overbilling

1.050 Obtain the necessary permits, approvals, clearances, electrification, and certifications as required by the applicable governmental entity or entities or other agencies having jurisdiction within the right of way.

1.060 Perform project management functions such as leading project meetings and field visits.

1.070 Ensure all SSC Systems are designed in compliance with AB 645.

1.080 Deliverable 1: Complete set of plans signed by the vendor's licensed engineer registered in the state of California for review and approval through the City.

2.000 Data Collection and Evaluation

2.010 Gather speed related data before mobilization and installation of any SSC system component.

2.020 Collect, manage, maintain and provide violation-related and traffic-related data during operation of any SSC system component. Any violation-related data must be managed in compliance with the provisions outlined in Section 8.000 from this document. All violation data, metadata, photographs, license plate captures, statistical data, logs, reports, and analysis created by or collected through the SSC Systems under this Agreement ('City Data') is and shall remain City property. Contractor shall not use or distribute this data without written consent from the City

2.030 Evaluate data as required throughout the system life cycle (such as but not limited to before and after speed studies, violation rates, and other data required under AB 645).

2.40 Collect, manage, maintain and provide photographic evidence of alleged violations in accordance with retention requirements. Further, describe type of imagery used and address image quality and accuracy.

2.41 All deliverables, including but not limited to reports, plans, calibration logs, photos, speed data, metadata, violation data, and configuration files produced under this Agreement, shall be the sole and exclusive property of the City. Contractor grants the City a royalty-free, irrevocable, non-exclusive license to use any proprietary methodologies included in deliverables.

2.050 Deliverable 2: At a minimum, monthly generated reports containing the quantity of possible traffic violations, quantity and reasons for citation rejections, number of warning letters and Notices of Violation mailed each day, number and speed of vehicle passes, and any other data commonly collected by the photo enforcement system that will assist in the evaluation of each approach.

3.000 Installation, Relocation and Removal of SSC Systems

3.010 Install the System in accordance with AB 645, applicable plans, design review and permitting requirements. Contractor shall retain ownership of the SSC System equipment, but City shall own all City Data, which includes all images, metadata, speed records, and violation records collected by the SSC system, as defined in the Agreement. Contractor cannot sell or share this data with third parties without express City approval in writing. Contractor shall be properly licensed to perform the work called for by this Scope of Work and the Contract documents, and shall remain so during performance of the work described in this Scope of Work. Contractor will use only properly licensed subcontractors. Related tasks include but are not limited to construction kick-off meetings, securing traffic control, installing

attachments on existing poles or new pole construction and installation, installing signage, and managing electrification.

3.020 Relocate or remove any system component upon request by City in accordance with the applicable plans, design review and permitting requirements and/or to comply with California Vehicle Code section 22425 (p). Upon written City request, the Contractor shall remove or relocate any system component within 30 calendar days. City shall have the right to deem delays a breach, subject to the Termination for Clause.

3.030 Upon the end or termination of the contract or by direction of the City, remove SSC systems in accordance with applicable plans, design review and permitting requirements. Contractor shall, upon termination or expiration, assist the City in transitioning SSC operations to a successor vendor or internal City team. This shall include exporting all data in usable format (CSV/Excel/XML), training staff, and full documentation of system configurations at no additional cost to the City

3.040 Deliverable 3: Monthly progress reports prior to installation of SSC Systems; anticipated construction schedules; needed construction permits; approvals, and as-builts.

4.000 Operationalize SSC Systems

4.010 Activate SSC Systems concurrently or in a phased manner, as agreed upon by the City in writing.

4.020 Perform acceptance testing to verify the SSC Systems conform to the City's specifications and requirements.

4.030 Conduct initial and interim warning periods, when applicable, during which warning letters are mailed in lieu of citations with fines according to AB 645.

4.040 Conduct responsive adjustments to hardware and firmware as required due to, but not limited to, changes to speed limits or traffic signals.

4.050 Be available to conduct on-site field visits with city staff.

5.000 5. Maintenance of equipment and software

5.010 Regularly maintain SSC systems to ensure that Equipment and related services of each system are in good working order, with minimal service interruption (less than 5%), and ensure they are up to date with current technology and other information assurance requirements.

5.020 Inspect poles (both existing and any new poles installed by the Contractor) and equipment quarterly, at minimum, to check for damage, vandalism, structural integrity, and unauthorized posting of materials or graffiti. Unauthorized postings and graffiti shall be removed expeditiously and costs will be

absorbed by the Contractor. Contractor must notify the City of any structural issues that could pose a safety risk and assumes liability for failing to identify or address defects in equipment.

5.030 Verify SSC System calibration and certification or otherwise demonstrate accuracy of violation events captured not less than every two months for each location.

5.040 Provide emergency repair services to equipment that experience failures that could prove hazardous, and provide a twenty-four (24) hour emergency contact number for City employees to contact in case of emergency situations.

5.50 Conduct monthly site visits to each SSC System and SSC location-specific sign to monitor conditions and proactively address maintenance.

5.51 Each camera unit shall be calibrated every 60 days in accordance with the manufacturer's instructions, and at least once per year by an independent calibration laboratory.

5.52 Documentation of the regular inspection, operation, and calibration of each SSC System shall be retained at least 180 days after the date on which the SSC System has been permanently removed from use.

5.060 Report Equipment or related services outages within 4 hours of occurrence, except under extreme circumstances such as natural disasters. Report impacts to data, firmware or hardware whether pertinent to the customer or agency dashboard or to the camera Products, and provide periodic updates regarding restoration of Service. If the equipment cannot be made operational within 24 hours of when issue occurred, the camera or equipment will be replaced at no charge to the City. Unless otherwise approved by the City, equipment being replaced due to damage, defacement or inoperability must be replaced with new equipment.

5.070 Document via electronic log or other acceptable means of reporting that may be made available to the City upon request but not less than every two months: the preventive maintenance of all camera equipment and radar components and related services, and all repair activity, planned, unplanned, or emergency, to be maintained by the contractor for each incident reported. The City shall have the right to review and audit Contractor's documentation, including but not limited to site evaluations, calibration logs, maintenance logs, power usage records, subcontractor status logs, and firmware revisions at any time and without limitation, with 72 hours' notice

5.090 Provide the City with accessible technical support for critical SSC Systems.

5.100 Ensure the SSC Systems are updated and upgraded with current photo enforcement software and hardware technology. As the Contractor develops and offers new products or upgrades of existing products, the Contractor will give the City the opportunity to upgrade to the newest product offerings. The Contractor will not implement technology upgrades without

the City's approval. Requests to employ technical upgrades shall be made in writing. Updates and upgrades to the SSC System will be at no charge to the City.

Equipment Warranty: Contractor warrants all equipment will substantially conform to system design for a minimum of 5 years. Equipment that becomes inoperable outside of extreme weather events must be replaced within 24 hours at Contractor's expense (§5.060)

5.110 Deliverable 5A: Provide and report on a preventive maintenance program and, in times of emergency, repair damage of faulty equipment to achieve reasonable reliability and availability of the system.

5.120 Deliverable 5B: Certify speed safety system calibration at least every 60 days for each location

5.130 Deliverable 5C: Maintain documentation of monthly monitoring of every SSC-related field asset, including camera systems and signs.

5.140 Deliverable 5D: Provide SSC System updates and upgrades at no additional charge to the City.

6.000 Training of City Staff on SSC Systems

6.010 Provide training services and materials necessary, including a written handbook or some other documentation approved by the city, to ensure the proper operation of the equipment and performance of those functions for which the City staff will be responsible to review and/or testify.

6.020 Provide two days of on-site classroom, field, and hands-on training in accordance with state law and AB 645 requirements for certification of SSC Systems. Upon request of the City, training for updates and refreshers will be available up to six times per contract year.

6.030 Contractor ensures documentation is kept, and available upon request, of all training provided to the City employees.

6.040 Deliverable 6:

Deliver training sessions, inclusive of all supplemental training materials, throughout the year on an annual and as-needed basis for the City personnel who will operate the SSC System, review photographic evidence and related violation data, and/or testify in administrative proceedings and any other

personnel deemed necessary by the City within the first 3 months following contract execution and up to every 3 months as needed thereafter.

7.000 Manage Administration of Violation Life Cycle

7.010 Provide the City with a secure and integrated SSC Program that provides for the complete life-cycle of Notice of Violation processing from violation event through to final disposition that allows designated staff to review, reject, or approve issuance. Authorized City personnel shall have the ability to perform functions including: approve/disapprove events, view all scanned images, search/view/update/print all event information, dismissing or voiding events, see the full history of a violation and any changes that are made.

7.012 Perpetual License to use Necessary Software and Tools: Contractor grants the City a perpetual, fully paid-up, royalty-free license to use all software, dashboards, or interfaces necessary to operate, manage, and extract SSC violation data during and after this Agreement. Contractor shall ensure continual access to these systems under any termination scenario

7.015 Data Security and Hosting Requirements: All City Data must be hosted on servers physically located in the continental United States. Contractor must comply with NIST cybersecurity framework, and notify City within 24 hours of any suspected security breach or incident involving data. Minimum standards should include: SOC 2 Type 2 compliance or ISO 27001; End-to-end encryption for violation data; No offshore storage or foreign subcontractors handling PII.

7.020 Gather violation data, review data using quality control measures, send potential violations to the City for review and validation, process validated violations as Notices of Violation (or warnings when applicable), track the citation disposition (e.g. payment, hearing, dismissal type, etc.) and administer returned mail in coordination with the City and in accordance with AB 645 The City's Safe Systems Use Policy and the city's master data agreement attached herein. Contractor is responsible for verifying addresses and re-sending notices (at least two attempts). Contractor is subject to legal review of Notices of Violation to confirm compliance with AB 645, California Vehicle Code, and due process requirements.

7.030 Be available for periodic spot checks of violation administration to ensure correct violation processing procedures are being followed and being done in the appropriate timeframe as outlined in AB 645. Spot checks will be performed by authorized City staff.

7.040 Capture, store, and make immediately available traffic volume data (e.g. speed breakdown, time of day volume, etc.) from each SSC System site. Individual camera site data shall be easily retrievable and shall be able to be imported by the City staff into XLS, CSV, or other mutually agreed upon format.

7.050 Provide maximum image clarity compatible with SSC Systems. Plate images and any other images required to issue the citation are the areas of primary concern with this requirement. All images shall be stored in color and made available in JPG, BMP, GIF, TIFF, MPEG and AVI file formats or other mutually agreed upon format. Contractor shall make all archived photo enforcement images and related information (metadata) available for authorized City staff.

7.060 Deliverable 7: Collect and process digital images and violation data, conduct image and data quality review at every stage, update violation vehicle information to identify the vehicle, and then forward the information, violation data, and photographic evidence to the City for review and determination whether a citation should be issued. Forward the necessary images within 72 hours following the event.

8.000 Data and Record Management

8.010 All data collected from the SSC Systems is confidential and must be maintained in compliance with applicable laws, including but not limited to AB 645, the City's Safe Systems Use Policy, the City's Master Data Agreement attached herein and the Los Angeles Municipal Code. Contractor is prohibited from sharing, repurposing, or monetizing collected data, except as specifically authorized by the City. Contractor shall ensure the confidentiality, integrity, and availability of collected data by employing appropriate safeguards to properly protect components of the overall system architecture.

8.015 Ban on Monetizing or Reusing Violation Data per Cal. Veh. Code §22425 (p)(3)(A) & privacy standards under AB 645: "Contractor shall not analyze, sell, license, distribute, mine, or use any City Data (including anonymized data sets) for training algorithms, AI models, commercial purposes, or any analysis except as directed by the City in writing."

8.020 Provide a secure database to store violation data and imagery (still images only) to support the tasks and services related to the processing of Notices of Violation.

8.030 Provide secure web-based dashboards to view photographic evidence of the violation and related violation data of any rejected violation or violation resulting in a citation. The dashboards' login pages and all screens upon login shall provide contractor contact information.

8.040 Provide a standard relational database to allow authorized the City personnel to easily enter, access, search, and sort the database by various parameters including but not limited to: date of event, violation or alert tracking number, time of event, location of event, vehicle registration plate information, vehicle registration plate issuing state, specific lane in which the event occurred, non-processing reject code, average speed of detected vehicles, highest violator speed per site (daily, weekly, monthly), rejects/approvals/performance by the City personnel, and error alert type by date and location.

8.050 Contractor must disclose how they will secure data against breaches and unauthorized access through a data protection plan.

8.060 Deliverable 8.1: Provide secure online dashboards with associated databases for processing, reviewing, retrieving, exporting, storing, maintaining, and analyzing all citation-related data as well as traffic data collected by the system.

9.000 Speed Camera Citation System (SCCS)

9.010 The City shall oversee, maintain control, and have the final decision over all enforcement activities, including the determination of when and whether a Citation should be issued.

9.020 All SCCS and related systems and modules shall be web-based and compatible with all widely used browsers, including Internet Explorer, Chrome and Firefox.

9.040 Contractor shall be responsible to establish and maintain an alternate location from the primary data storage center. All data centers used in conjunction with the Agreement must be located within the continental United States.

9.050 Contractor shall integrate the SCCS and related systems with the City's existing parking citation management software to the fullest extent feasible.

9.060 Contractor shall also provide the following:

9.070 a) Sufficient technical personnel so that in the event of hardware or software failure, diagnostic and corrective measures can support the system availability requirements noted below.

9.080 b) Backup and recovery procedures that can be used to restore or recover data and entire SCCS.

9.91 c) Appropriate and current web application security project protocols. Contractor shall not modify any web application security protocols without written notification to and written approval from the City.

9.92 SCCS Availability shall be as follows:

9.93 a) A fully tested and functioning SCCS shall be made available concurrent with operationalization of the SSC Systems.

9.94 b) Contractor shall provide uptime to the SCCS and Hosted Services to achieve a 99.9% Service Level Availability. Exceptions can be made in the sole discretion of the City if requested prior to incident and approved in writing by the City.

9.95 c) The Contractor shall not be responsible for unavailability caused by third-party providers (e.g. wireless communication vendors) or the City network.

9.100 Task 9.1: Security

9.101 Contractor shall provide for the following security measures for SCCS related hardware, software and support services:

9.102 a) Ability to restrict the City staff access to the system by time of day and based upon proper authorization

9.104 b) Audit trail of any modification to Customer records or User access parameters.

9.105 c) Transaction histories with date, time and identification of every transaction.

9.106 d) Strict control and reconciliation procedures for every system update.

9.107 e) Software virus detection and control.

9.108 f) Appropriate back up and archiving techniques that are periodically tested and evidenced.

9.201 Task 9.2: Warning Notices

9.202 The SCCS shall support the issuance of Warning Notices rather than Citations for violations detected by the speed safety systems during the first 60 calendar days of enforcement under the SSC Program at each location. If additional systems are utilized on additional streets after the initial program implementation, the SCCS shall support the issuance of Warning Notices rather than Citations detected by the new speed safety systems during the first 60 calendar days of enforcement for the additional streets added to the program.

9.203 In addition, the SCCS shall ensure that a vehicle's first violation within a designated jurisdiction for traveling 11 to 15 miles per hour over the posted speed limit is a Warning Notice, as required by AB 645. The SCCS shall support all phases of processing Warning Notices, and prepare proposed notices for City review within 72 hours of detection of a violation.

9.301 Task 9.3: Citation Processing

9.302 The SCCS shall support all phases of Citation processing, from initial issuance of a Citation to final resolution by payment, dismissal, or other disposition. The SCCS shall perform the following functions for processing Citations:

9.303 a) Ensure that each electronically generated Citation has a unique number of algorithm check digits to avoid duplication.

9.304 b) Ensure compliance with warning notice requirements in AB 645 prior to issuing a Citation.

9.305 c) Provide an audit trail that lists the status of all Citations by number, regardless of whether a Citation was paid, dismissed, or otherwise disposed.

9.420 Task 9.4: DMV Data Integration

9.430 a) Contractor must provide real-time integration with the California DMV to obtain registered owner (RO) information, name and address processing based on vehicle license number (VLN) from original Citation and update Citation records for Citation processing.

9.440 b) The SCCS shall also use available communication mechanisms to obtain the same information from all other state motor vehicle registries where states allow such access, as well as for in- and out-of-state drivers with temporary license plate tags

9.460 c) Contractor must ensure that the SCCS will protect confidentiality for all data obtained from DMV and comply with all data confidentiality and security standards required by DMV or other state registries, and applicable state and local laws, including but not limited to AB 645, the Speed Safety System Use Policy, the city's master data agreement attached herein and the Los Angeles Municipal Code.

.501 Task 9.5: Citation Detail

.502 After all requirements of AB 645 have been met, for each violation of speed laws detected by an SSC System, Contractor shall prepare a proposed Citation, which must include a clear photograph of the license plate and rear of the vehicle only, and identify the specific section of the Vehicle Code violated, the camera location, and the date and time when the violation occurred. Contractor shall ensure that all Citations exclude images of the rear window area of the vehicle. The Citation shall include all of the following information:

.503 a) The violation, including reference to the speed law that was violated, the speed of the vehicle, the speed limit for the road on which the violation occurred, and verification of the most recent calibration of the system in accordance with California Vehicle Code Section 22425(d)(3).

.504 b) The date, time, and location where the violation occurred.

.505 c) The vehicle license number and the name and address of the registered owner of the vehicle.

.506 d) A statement that payment is required to be made no later than 30 calendar days from the date of mailing of the notice of violation, or that the violation may be contested pursuant to Vehicle Code Section 22427.

.507 e) The amount of the civil penalty due for that violation and the procedures for the payment of the civil penalty or for contesting the notice of violation.

.508 Contractor shall prepare the proposed Citations within 72 hours of the SSC System's detection of a violation for the City review. Contractor shall comply with the statutory deadlines in mailing all Citations. The City has final authority as to whether a Citation should be issued.

.509 The SCCS shall also provide the following information for all Citation records:

.510 a) Summary Citation Data: Citation number, VLN and state of issuance, issue date and time, location, amount due, and current processing status.

.512 b) Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code.

.513 c) Vehicle Data: Registered Owner information as referenced through DMV files;

.514 d) Financial Data: The original Fine amount plus the dates and amounts of any penalties or fees that have accrued.

.515 e) Mail Data: The mail date and description of all Notices or Correspondence letters mailed, including any return or forwarding mail information.

.516 f) Adjudication Data: The date and time of any Administrative Review, Hearing, or Appeal and subsequent decision.

.517 g) Protest Data: Date and disposition of Protests of Citations.

.518 h) Correspondence and Notice Data: The date, time, and description of all Correspondence and Notices mailed relating to a Citation.

.519 i) Payment Data: Payment date, payment source (e.g.; mail, in-person, online), payment amount, method of payment (e.g.; cash, check).

9.601 Task 9.6: Electronic Imaging

9.602 a) The SCCS will enable internal and, to a limited extent, external users to upload electronic or hard copy documents, files, e-mails, etc. to the Citation or other permanent account record.

.701 Task 9.7: Pay-By-Web (PBW) Services

.702 Contractor shall provide services that accept payments for Citations via the internet using a debit or credit card. Contractor shall balance all transactions and transferred amounts, and resolve any discrepancies. Contractor shall have the capacity to identify through the SCCS the distribution of funds through formulas required by the City and state law.

.703 Services shall include the following:

.704 a) Full compliance with Level 1 Payment Card Industry Data Security Standards including mandated updates. The Contractor shall act as Merchant of Record, unless the City exercises its right to assume this function.

.705 d) Detailed information regarding each transaction, including last four digits of the credit card number, registration, date and time of transaction, authorization status, and amount of payment shall be captured and retained.

.706 e) The service shall provide operational and management reports and appropriate audit trails to monitor the performance of the system.

.707 f) Ability to perform research and payment investigations based on storage of muted credit card number.

.708 g) Revenue received shall be deposited daily to the City designated account through electronic transfer.

.801 Task 9.8: Cashiering Support

.802 a) Contractor shall provide a fully integrated cashiering system for in-person Citation payments, with access to system from the LADOT Bureau of Parking Management.

.803 b) Contractor shall ensure that the cashiering system operates in a real-time mode, and shall provide the capability of accepting payments during periods when data communication lines are temporarily inactive. The system shall be capable of transferring transactions to the processing database within 15 minutes after data communication lines are restored.

.804 c) Contractor shall ensure that the cashiering system performs the following functions:

.805 i) Retrieval of information from the SCCS database such as Citation status, vehicle history, and DMV inquiries.

.806 ii) Printing a detailed payment receipt.

.807 iii) Creating a clear, auditable record of payments received including options for imaging of check or money order rendered at the Oakland Parking Citation Assistance Center.

.808 e) Incorporation of security and financial control measures including, at a

minimum: 9.809 i) Password security to gain access to the SCCS.

9.810 ii) Segregated cash out by operator.

9.811 iii) Automatic check endorsement.

iv) Separate totals for cash, check, money order and credit/debit card transactions

9.812 v) Reconciliation of payment transactions.

9.813 vi) The ability to provide ad-hoc, query-able reporting to build and customize reports by field for accounting and reconciliation needs.

9.101 Task 9.10: Web Portal

9.102 Contractor shall maintain a publicly accessible web portal to allow Customers to view status of Citations, including payments received and Citation Protest review status.

9.111 Task 9.11: Notices and Correspondence

9.112 The SCCS shall provide the following Citation notice and Correspondence functions in compliance with time periods set forth in AB 645:

9.113 a) Print and mail all approved Notices and Correspondence daily. Provide an image management system that tracks and processes incoming Correspondence and permit viewing of scanned Correspondence. Print and mail approved Notices of Violation daily (excluding weekends and approved City holidays).

9.114 b) Provide an automated Correspondence function that allows the City staff to automatically generate form letters to the satisfaction of the City.

9.115 c) SCCS shall automatically generate all Notices mailed for Citations.

9.116 d) Contractor shall comply with all U.S. Postal Service requirements applicable to pre-sorting, bar coding, and first-class mail including the U.S. Postal Service's "Domestic Mail Manual".

9.117 e) Daily batch processing and printing of decision letters and complete electronic image updated to file, including all Customer specific information; Correspondence will be held for 24 hours after decision for internal quality control.

9.118 Deliverable 9.1:

Perform acceptance testing on SCCS testing prior to implementation of SSC systems and within the timeframe identified in the Implementation Schedule to ensure SCCS meets requirements identified in Tasks 9-12 of this Scope of Work.

Deliverable 9.2 Implementation of SCCS that meets the requirements identified in Tasks 9-12 of this Scope of Work.

Deliverable 9.3 Preparation of a Routine Maintenance Plan prior to implementation of SCCS.

10.000 Support Services for the City Review and Disposition of Citation Protests

10.010 The SCCS shall provide a fully integrated adjudication module to allow for the effective and timely processing of requests for administrative review in compliance with AB 645 and applicable law.

10.100 Task 10.1: Protest Submission

10.101 Contractor shall provide the ability for Customers to submit Protests for Administrative Review and Administrative Hearings by telephone, in writing, electronically, or in person. Customizable business rules including review submission timeline requirements and payment deposits, if applicable, must be applied to all submissions and automated responses and/or Notices shall be mailed to Protestor via first class mail (as specified by AB 645) if their submission request does not meet the business rule requirements for review.

10.201 Task 10.2: Citation Protest Processing

10.202 The SCCS shall provide the following capabilities related to the processing of Administrative Reviews, Administrative Hearings and Appeals:

10.203 a) Allow reviewers to process reviews either by accessing the pending review queue or by license plate or by Citation number.

10.204 b) Automatically place a "hold" or "suspend" on the Citation payment deadlines pending Review.

10.205 c) Ability to capture information describing the disposition following Administrative Review Administrative Hearing or Appeal, including denial or approval of the Protest, date and time of the Review, the person conducting the Review, and the reason for denial or approval of the Protest.

10.206 d) Provide a "comments" field for each VLN that will allow both the first level reviewers and the Hearing Division to enter notes about a particular VLN, and a separate "comments" field for each Citation.

10.207 e) Ability to enter a decision upholding or denying a Protest or a pending status

10.208 f) Allow for an option of a deposit payment or a hearing deposit waiver form for a hearing to be applied to a Citation.

10.209 g) Online real-time updating of disposition at the time of a Hearing Officer's decision, the hearing type (e.g.; in person, mail, telephone), the hearing date and any Fines or fees due. The system shall also provide a complete audit trail of all information relating to each Protest and resulting disposition.

10.301 Task 10.3: City Decisions Upholding Protests

10.302 Contractor shall, through the SCCS, automatically issue refunds to Protestors who successfully dispute citations.

10.303 Task 10.4: Processing Administrative Review and Hearing Decision Letters

10.304 a) The Contractor shall provide a flexible system to generate Administrative Review and Hearing decision letters, as well as other related Correspondence, matching the action or decision associated with the Citation record activity. All correspondence shall be tracked and retained for the associated SSC file.

10.305 b) At the conclusion of the Administrative Review, the system shall promptly generate and mail a notice explaining the disposition in sufficient detail so that the Protestor is able to understand why the Protest was denied or upheld; the notice shall also explain the appeal procedures if the Protestor wishes to request an Administrative Hearing.

10.306 c) The system shall attach an electronic final version of the letter and store it with the associated electronic case file.

10.307 d) Allow for transmission of letters by e-mail if Customer agrees via online system. Email notifications shall be tracked by the system within each electronic case file and responses from notification recipients shall be recorded and retained within the associated electronic case file.

10.270 e) The SCCS shall be capable of generating reports listing the Citation numbers at various stages or times in the Protest process so that the City can ensure Reviews are conducted in a timely manner in conformance with the law; for example, under Vehicle Code section 22427 subsection (b)(3), Hearings are required to be conducted within 90 days of a request for a Hearing, the CPMS needs to be capable of identifying cases not yet adjudicated that are nearing statutory deadlines.

11.000 Financial Processing

11.010 The SCCS shall be required to provide an integrated, comprehensive and fully auditable financial processing system for all financial transactions.

11.101 Task 11.1: Inspection of Records

11.102 The City shall have the right to inspect Contractor's records, which include, but are not limited to: accounting records (hardcopy as well as computer data), written policies and procedures, organization charts, internal audit reports, all Correspondence, subcontractor files, reports, and any other documents relating to the performance of this Contract shall be open to inspection and subject to audit and/or reproduction by the City, the City auditors, the City Attorney, or designees of the City as necessary to adequately permit evaluation and verification of Contractor's compliance with contractual provisions.

11.201 Task 11.2: Financial Reconciliation

11.202 a) All monies and receipts deposited to the City's bank accounts shall be balanced to revenue distribution reports based upon the Citations paid and fees collected as reflected on Contractor's SCCS. Contractor shall immediately research and resolve any discrepancies between processing logs/worksheets, batches, and databases and provide revenue distribution reports balanced to the cashiering system totals upon request.

11.203 b) Contractor's SSC audit report shall be produced annually to align with the City's fiscal year calendar (July-June).

11.301 Task 11.3: Transaction Accounting

11.302 Contractor shall reconcile all transactions updated to the database based upon the individual needs of the City.

11.303 Contractor shall reconcile new Citations added to the database through all stages of processing, including initial receipt from the City, batching for data entry, subsequent processing, and update to Contractor's SCCS.

11.304 Contractor shall be responsible for all actions taken by Contractor's employees, agents, and Subcontractors.

11.401 Task 11.4: Returned Check Items

11.402 Contractor shall allow the City staff access to the SCCS to make adjustments and/or reverse payment transactions for returned check items, send customizable Correspondence to the Customer advising them of the consequences and penalties applied because of the returned check transaction, update the Citation record and resume normal noticing and processing of the Citation.

11.403 Task 11.5: Financial Adjustments

11.404 Contractor's system shall process various financial adjustments and update the SCCS to accurately reflect Citation status. The City will research overpayments and payments applied in error, perform the necessary financial adjustments, allow the ability to transfer paid amounts between two Citations if required, and process manual refunds through the City Controller's system in accordance with California law and the City policy. These transactions shall undergo an accounting process separate from the daily reconciliation for in-person, mail-in and online payments.

11.405 Task 11.6: Historical Payment Tracking

12.000 Reporting and Report Generation

12.010 Display and analyze vehicle speed and volume, violation rejection rate and type, Citations generated and other data required for automated Citation generation, Citation disposition, and comprehensive traffic analysis on photo enforcement locations.

12.020 Display and analyze SSC Program services and performance metrics such as technical and human error, system constraints, event-to-rejection rates, and post-assessment of data quality pertaining to dismissed Notices of Violation.

12.030 Provide the City with monthly, quarterly, and annual activity reports concerning SSC Program results.

12.040 Reporting-General Requirements

12.050 Contractor shall provide flexible management reports for data analysis and oversight of Contractor's SCCS to the satisfaction of the City. Contractor shall provide reports that include but are not limited to the following areas:

12.060 a) Program management

12.070 b) Performance standards

12.080 c) Operational statistics

12.090 d) Revenue and financial reporting

12.100 e) Management summary

12.110 f) Transactional reports

12.120 g) Reconciliation reports

12.130 h) Contract compliance

12.140 i) Management Reports

12.150 Contractor shall, through the SCCS, provide the City with the ability to run the following reports on a daily, weekly and monthly reports as required by the City:

12.160 a) Financial Reports – These reports shall include payments and totals, number of payments received, number of Citations processed, revenue received, form of payment, processor, batch number, breakdown of payment type, and adjustment for bad checks and total. Monthly financial reporting shall include number of payments received, dollar amount received, notice date, transaction date (record update), Citation number, partial payments, refunds deducted, aged revenue, and Fine/penalty

breakdown. The Revenue Distribution Report (RDR) shall be tailored to allocate all Citation revenue to the City, other issuing agencies, and the state as specified by the City.

12.170 b) Update Reports – These reports shall include the types of records updated, total records updated, and reconciliation of errors. In addition, transaction edit reports, production control reports, and workstation operator productivity reports shall be generated as requested by the City.

12.180 c) Citations Issued Reports – These reports shall include Citations issued by the City, issuing officer, area, and detail regarding the monetary value of Citations issued and amounts paid.

12.190 d) Citation Dismissal Reports – These reports shall include Citations dismissed by the City, issuing officer, and violation type.

12.200 e) Administrative Dismissal Reports – These reports shall include Citations dismissed by category, and CSRs and Hearing Officers.

12.210 f) Administrative Hold Reports – These reports shall include Citations that have been suspended by category, issuing officer, Customer service representatives, and Hearing Officers, and Citations added and deleted by category.

12.220 g) Notices Mailed Reports – These reports shall include Notices mailed by type and total mailed by type.

12.230 Task 12.6: Additional Reporting Requirements

12.240 a) SCCS must allow Users to modify standard report parameters and search and export criteria.

12.250 b) If not a part of the SCCS software, Contractor shall provide analytical business intelligence software (e.g. Business Objects, Tableau), including licenses for 10 Users. The City reserves the right to purchase additional licenses as needed.

12.260 Deliverable 12A:

Submit data reports to the City within 10 days after the end of each calendar month. Data should be made available in electronic formats and hard copies

12.270 Deliverable 12B:

Provide the City with monthly, quarterly, and annual activity reports concerning SSC Program results.

13.000 SCCS Training and Manuals

13.020 Contractor shall provide the City staff with all necessary training, manuals and documentation to efficiently and effectively use all functions of the SCCS systems and all Contractor-supplied equipment, hardware, software and peripherals.

13.1 Deliverable 13:

Training materials, manuals and documentation described in this Task.

14.000 Public Education and Outreach

14.010 Task 14.1: Provide assistance with public education campaign by producing collateral material for use in press releases, brochures, public services announcements, and website content.

14.030 Deliverable 14:

Upon request, provide content regarding photo enforcement that may include content for use in videos, written publications, web-based material, and/or audio publications.

15.000 Implementation Schedule

15.010 The Proposals shall include a proposed implementation schedule which complies with the following:

15.020 1) Within 45 days from Notice To Proceed (after award):

15.030 a. Complete set of plans for 125 SSC Systems signed by the vendor's licensed engineer registered in the state of California.

15.040 b. Detailed construction schedule, demonstrating coordination with Bureau of Street Lighting and/or LADWP requirements as applicable.

15.050 2) Within 90 days from Notice To Proceed (after award):

15.060 a. Installation of roadside equipment at 125 SSC System sites, including the installation of required electrical connections and metering equipment as specified by BSL/LADWP.

15.070 b. Documents certifying calibration and testing of roadside equipment at 125 SSC System sites.

15.080 3) Within 100 days from Notice To Proceed (after award):

15.090 a. Operationalize 125 SSC Systems and fully tested/functional SCCS System. Commence 60- day warning period.

15.120 4) Monthly, beginning at 100 days from Notice To Proceed:

15.130 a. Send monthly flat fee invoice for Services.

16.000 Cost Proposal

16.101 The Cost Proposal shall provide pricing as a fixed monthly fee for each SSC System. The fixed monthly fee shall include compensation for all services performed as described in the Scope of Work.

16.102 Monthly payments will commence when the SSC systems are operational. All upfront capital infrastructure costs should be captured in the first two years of operation. The City of Los Angeles shall not be charged a monthly fee when the systems are not yet operational, for example during the initial planning, design and installation period. In addition, monthly payments will conclude on the 60th month, even if there are additional services relating to the processing and enforcement of the Notices of Violation, removal of ASE systems, and the closeout of the project, which would extend beyond the operations period of the ASE system.

16.103 The Cost Proposal will be the basis for contract negotiations with the selected Proposer.

16.104 The City of Los Angeles will select the Consultant for award based on the firm that it determines will provide the best overall program services to the City. The City reserves the right to accept other than the lowest-priced offer, and to reject any Proposal that is non- responsive to this Solicitation.

17.000 Postage Costs and Methods

17.100 Postage and USPS Special Services for Notices: In addition to the firm, fixed price in the SOW, the City will reimburse Contractor, as a separate line item on its monthly invoice, for Contractor's actual, out-of-pocket United States Postal Service (USPS) postage and required USPS special service fees incurred to mail City-authorized automated speed enforcement notices that Contractor mails on the City's behalf. The notices include: (i) warning notices; (ii) notices of violation; (iii) administrative hearing, determination/decision, and appeal notices; (iv) means-based reduction, payment plan, and delinquency notices required by applicable law or City policy; and (v) other notices required by applicable law, this Agreement, or expressly directed in writing by the City.

17.101 Mailing method and compliance: Contractor shall mail each notice using the mailing method, address source, content, and timeframe required by applicable law and City ordinance/policy, including,

if and as required, first-class mail with proof of mailing (e.g., USPS certificate of mailing) addressed to the registered owner's address from the Department of Motor Vehicles. Contractor shall use the lowest-cost USPS service that satisfies those requirements and the City's written instructions. Certified, registered, return-receipt, tracking, international mail, or any service beyond first-class with certificate of mailing is reimbursable only if required by law or pre-approved in writing by the City.

17.102 Actual cost only, savings passed through. Reimbursement is limited to actual USPS postage and required USPS special service fees, without mark-up, handling, or administrative charges. Contractor shall (a) utilize USPS automation and presort to obtain all available discounts and pass all savings through to the City; (b) apply CASS/NCOA and Intelligent Mail barcode where applicable; and (c) design mail pieces to qualify for USPS automation letter rates and one-ounce postage unless the City approves otherwise in writing.

17.103 Documentation, audit, retention. Each monthly invoice shall show a separate postage line item supported by itemization and documentation reasonably acceptable to the City, which may include USPS postage statements, meter/permit logs, mail manifests, and certificate-of-mailing logs. Contractor shall retain proof of mailing and supporting documents for each notice through the later of the records-retention period in this Agreement or final disposition of the related matter (including appeals and litigation) and shall make such records available for audit. The City may disallow or recoup reimbursement for postage that lacks required proof of mailing or was not authorized.

17.104 Errors, returns, and re-mailing. Re-mailing necessitated by Contractor's error or negligence (including insufficient postage where Contractor controlled postage, improper addressing contrary to law or City instruction, or missed deadlines within Contractor's control) shall be at Contractor's sole expense. If a notice is returned as undeliverable despite compliance with legal addressing requirements, Contractor shall process returns and, if directed by the City, perform a lawful address update and re-mail; such City-directed re-mailings are reimbursable at actual USPS cost.

17.105 Scope limitations. This Section authorizes reimbursement solely for USPS postage and required USPS special service fees. All other costs of preparing and mailing notices (e.g., printing, envelopes, inserts, translations, inserting/fulfillment, address validation/CASS/NCOA, returned-mail handling, image hosting, and data processing) are included in the firm, fixed price unless the City approves otherwise in writing. Contractor shall not include courtesy or duplicate mailings unless directed by the City in writing.

17.106 Program planning and variance management. The parties shall establish an annual Postage Plan and maintain a rolling 90-day volume and spend forecast. Contractor shall notify the City in writing within two business days if actual or projected monthly postage is trending more than 15% above the then-current forecast, and the parties shall promptly confer to confirm mailing priorities and any City instructions. This subsection is for planning and does not limit the mailing of notices required by law or the City; however, Contractor shall follow any lawful City direction on pacing or method so long as legal deadlines and requirements are met.

17.107 Appropriation, no guarantee of revenue or volume. City's payment obligations are subject to annual appropriation as provided in this Agreement. The City makes no guarantee of minimum mailing volume, citation issuance, or program revenue, and Contractor shall not be entitled to lost profits or other damages arising from changes in law, policy, or appropriations. Nothing in this Section limits the City's other audit, overpayment recovery,

17.108 or termination rights.

Deliverable 17: Annual Postage Plan, with rolling 90-day volume and spend forecast.

EXHIBIT 5

CONTRACTOR'S STATEMENT OF OWNERSHIP OF INTELLECTUAL PROPERTY

Intellectual Property Warranty

Contractor represents, warrants, and agrees that: (a) Contractor has all of the Intellectual Property Rights necessary to provide the Product or Services to Client in accordance with the terms of this Agreement;

(b) Contractor is the sole owner and/or has secured all necessary licenses, consents, and authorizations with respect to the use of the Product or Services to the full extent contemplated herein, including, but not limited to, all Source Code, text, pictures, audio, video, logos, and copy contained therein; (c) the Product or Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and (d) as far as Contractor is aware and could discover with reasonable diligence, there is currently no actual or threatened suit against Contractor by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement."

Definitions

(a) Intellectual Property: all patentable and unpatentable inventions, algorithms, application programming interfaces (APIs), concepts, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, knowhow, materials, marketing and development plans, trademarks and service marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, protocols, software code (in any form including source code and executable or object code), specifications, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship or expression, and other forms of technology.

(b) Pre-Existing Intellectual Property: Intellectual Property developed prior to or outside the scope of this Agreement, and any derivatives of that Intellectual Property.

(c) Software: All computer programs, media, procedures, rules, and associated Documentation pertaining to the control and operation of the data processing and data storage for the System as further set forth in any associated Scope of Work. Software includes all associated features and functions described in the Scope of Work and Requirements, including all Updates, derivative works, Enhancements, modifications or Upgrades, and all error corrections, patches and bug fixes provided by the Contractor and which is made part of the System as well as all related or ancillary data files, modules, libraries, tutorial and demonstration programs, and other components thereof, all source and object code, firmware and all Documentation.

(d) City Work Product: All intellectual property, documentation, software configurations, reports, data schemas, scripts, workflows, visualizations, forms, and templates developed specifically under this Agreement for the City, excluding Contractor's pre-existing intellectual property and derivative works thereof.

General Ownership Provisions

(a) Ownership - City: Contractor acknowledges and agrees that the City retains sole ownership and Intellectual Property rights in all Pre-Existing Intellectual Property of the City. Contractor further

acknowledges and agrees that the City retains sole ownership and Intellectual Property rights in and to all City Data. Contractor further acknowledges and agrees that the Contractor neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement. City grants to Contractor and its affiliates and contractors a non-exclusive, worldwide, royalty-free, fully paid, non-sublicensable, and non-transferable license to use and reproduce City Data solely to provide and support City's use of the System. City Data shall include all information, documents, images, photographs, violation records, calibration logs, reports, configurations, analytical results, metadata, traffic patterns, and any other outputs generated by the System from City Data in connection with use within city limits—regardless of form or format, and whether derived from or based on Contractor's proprietary tools.

(b) Ownership - Contractor: The City acknowledges and agrees that the Contractor and its licensors retain sole ownership and Intellectual Property rights in all Pre-Existing Intellectual Property of the Contractor. The City further acknowledges and agrees that Contractor and its licensors retain sole ownership of the Intellectual Property rights in and to the System, documentation, Contractor websites, software, and technology and methodologies created by or for, or licensed to, Contractor and any updates to, or derivative works of, the foregoing ("Contractor Core Technology"), notwithstanding anything in this Agreement to the contrary. Contractor Core Technology further includes previously existing Intellectual Property rights or rights to Intellectual Property developed by Contractor, alone or in collaboration with the City or a third party, during the Term of this Agreement whether specifically to satisfy the terms of this Agreement or not. The City further acknowledges and agrees that the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement. Under no circumstances will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the Contractor Core Technology be considered "work for hire."

(c) Ownership - Third Party Intellectual Property: All rights, licenses, and privileges for all third-party Software integrated, bundled, or provided as part of the System are acquired by Contractor from those third parties ("Third Party Licenses"). Contractor represents that it has the right to grant use of any third-party intellectual property integrated into the System. Contractor further grants a non-exclusive, non-transferable and non-assignable license during the Term, to use and access the third-party Software incorporated in the System, for the sole purposes of providing the stated goods or Services to the City pursuant to the terms of this Agreement.

(d) Ownership – Jointly Developed Intellectual Property: The City acknowledges and agrees that the Contractor retains sole ownership and Intellectual Property rights in all Jointly-Developed Intellectual Property. "Jointly-Developed Intellectual Property" includes intellectual property, documentation, public service announcements and other materials, software configurations, reports, data schemas, scripts, workflows, visualizations, forms, and templates developed specifically under this Agreement for or with the City, excluding Contractor's Pre-Existing Intellectual Property and derivative works thereof. Contractor grants the City a non-exclusive, non-transferable, non-sublicensable, perpetual, and royalty-free license to access, use, reproduce, and display the Jointly-Developed Intellectual Property.

(e) License to Any Required Software or Tools: Contractor grants City a non-exclusive, non-transferable, non-sublicensable, revocable, and royalty-free license to access, use, and operate the System during the Term, including any software, code, dashboard, portal, or data processing tools that

are part of or required to use the System, solely for City's stated purposes in this Agreement or SOW in accordance with the applicable Contractor published system requirements and technical functionality for the System as described in the Documentation. "Documentation" means the then-current product documentation for the supported version of the System.

Other Provisions:

(a) Transition Rights: City shall be entitled to, and Contractor shall assist with, a complete data export of City Data upon expiration or termination of this contract.

(b) No Use of City Data or Images for Machine Learning or Marketing: Contractor will not use City Data, violation records, or vehicle imagery to develop algorithms, train AI models, or conduct commercial analytics without prior written City approval.

(c) City Approval Prior to Implementation of Any OSS or Third-Party License: Contractor shall inform City in writing before embedding any third-party or open-source license components that may impose onward obligations on the City.

Exhibit B Master Data License and Protection Agreement

MASTER DATA LICENSE AND PROTECTION AGREEMENT

Between

CITY OF LOS ANGELES acting by and through the Los Angeles Department of Transportation

And

American Traffic Solutions, Inc. dba Verra Mobility

This Master Data License and Protection Agreement (the “**Agreement**”) is made as of _____ (the “**Effective Date**”) by and between the City of Los Angeles acting by and through the Department of Transportation (“**LADOT**” or “**City**”), a municipal corporation of the State of California, and American Traffic Solutions, Inc. dba Verra Mobility (“**Contractor**”), referred to herein collectively as “**Parties**” and individually as a “**Party**”.

WHEREAS, LADOT will enter into a contract with Contractor (the “**City Contract**”) pursuant to which Contractor will provide services to LADOT in order to store, process, analyze and present such data to facilitate, among other things, more informed transportation planning (“**Contracted Services**”).

NOW THEREFORE, in consideration of the covenants recited in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 “City Data” means any and all data provided to the Contractor by or on behalf of the City, including, without limitation, any data received through any application programming interface (“**API**”); and any and all output, copies, reproductions, improvements, modifications, adaptations, derivations, aggregations, or translations thereof, even if such data was obtained by, transferred to, or reproduced, improved, modified, adapted, derived, or aggregated by Contractor prior to the effective date of this Agreement.

1.2 “Deliverables” means any reports, results, or analyses based on City Data required to be provided to the City as part of the Contracted Services under the City Contract.

1.3 "System" (or "SCCS") means the vendor-supplied and supported architecture, including firmware, hardware, and the licensed, secure, hosted Citation Processing Management System (CPMS) and related web-based dashboards used to create, validate, track and process speed safety violations and citations.

2. License

2.1 City Data. The Parties agree that Contractor has no ownership of and, except as expressly provided in Section 2.5 of this Agreement, acquires no rights in City Data. As between the parties, City retains all right of ownership, title, and interest in and to City Data, including all intellectual property rights therein.

2.2 Except as specified in Section 2.2.1, City retains all right of ownership, title, and interest in and to any Deliverables and any work products originated and prepared using any part of City Data, including all intellectual property rights therein. Contractor hereby assigns to City all goodwill, copyright, trademark, patent, trade secret, and all other intellectual property rights worldwide in any work products originated and prepared using any part of City Data, except as specified in Section 2.2.1. Contractor further agrees to execute any documents necessary for City to perfect, memorialize, or record City’s ownership of rights provided herein.

2.2.1 Contractor, and its licensors, if any, retains all right, title, and interest in and to the SCCS, and all intellectual property rights therein. In addition, Contractor, and its licensors, if any, retains all right, title, and interest in and to those work products that are mere improvements or modifications to the SCCS, including updates to the functionality of tools provided therein.

2.3 Contractor agrees that a monetary remedy for breach of this Agreement may be inadequate, impracticable, or difficult to prove and that a breach may cause City irreparable harm. City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude City from seeking or obtaining any other relief to which City may be entitled.

2.4 To the extent authorized in Section 9.6 of this Agreement, City acknowledges and agrees Contractor may use third-party subprocessors (“**Subprocessor**”) that may view, access, or possess City Data. Any subcontract entered into by Contractor related to the provision of Contracted Services with a Subprocessor shall include provisions sufficient to contractually bind Subprocessor such that City’s ownership, rights, and control of City Data and Contractor’s obligations to protect City Data, are preserved and protected as intended herein.

2.4.1 Contractor’s use of employees and independent contract staff to perform Contracted Services (“**Personnel**”) shall be formalized with such Personnel in writing and shall include employee policy or contract provisions sufficient to bind those Personnel such that Contractor’s obligations and City’s rights are preserved and protected as intended herein.

2.5 Subject to the confidentiality and other terms of this Agreement, LADOT grants Contractor a non-transferable (except as expressly contemplated by Section 9.5), non-exclusive, terminable at-will, license to use, analyze, host, store, and process City Data, for the purpose of performing the Contracted Services for LADOT. Contractor shall not use, analyze, host, store, or process City Data for any other purpose. Nothing in this Agreement shall prevent Contractor from improving the SCCS with City Data processed in the course of providing the Contracted Services, to the extent that no City Data is used, stored, or retained beyond the scope and term of this Agreement.

2.5.1 Contractor shall not exploit or commercialize City Data for any reason. Except as authorized in Section 4 of this Agreement, Contractor shall not disclose, sell, assign, or otherwise provide any part of City Data to any third party.

3. Data Protection.

3.1 In General. The protection of personal privacy and personally identifiable data shall be an integral part of the business activities of Contractor, and Contractor shall use all reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time and safeguard the confidentiality, integrity, and availability of City Data and comply with the following conditions:

3.1.1. Contractor shall implement and maintain appropriate administrative, technical and organizational security measures in order to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures, as further described below, shall be reasonable and appropriate in light of the sensitivity and volume of City Data held by Contractor, the size and complexity of Contractor’s business, and the cost of available tools to improve security and reduce vulnerabilities. Contractor agrees to protect City Data using security means and technology necessary to meet this reasonableness standard and agrees, in any event, that such security measures shall be no less stringent than the measures Contractor applies to its own personal or confidential data.

3.1.2 Unless otherwise stipulated in writing, Contractor shall encrypt all City Data at rest and in transit with controlled access. The Contractor shall apply and support encryption solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Whenever and wherever applicable, Contractor shall apply and support industry standards or better for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.

3.1.3 At no time shall any City Data be copied, disclosed, or retained by Contractor or any party related to Contractor, including its Subprocessors, for use in any process, publication, or transaction that is not specifically authorized by Section 4 of this Agreement or by the City in writing.

3.1.4 In accordance with Section 3.1.1, Contractor shall secure and protect all City Data from hacking, viruses, ransomware, and denial of service and related attacks. All City Data held by Contractor must be encrypted in accordance with Section 3.1.2. and Contractor shall take the measures required by this Section 3 to secure, and protect such City Data at all times.

3.2 Data, Development and Access-Point Location. Contractor shall provide its services to the City and its end users solely from data centers in the continental United States of America. Storage of City Data at rest shall be located in the continental United States of America. Contractor shall not allow its Personnel or Subprocessors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor’s continental United States of America headquarters or data centers. Contractor may permit its Personnel and Subprocessors to access City Data remotely only as required to provide Contracted Services. Contractor shall neither access, nor allow a third-party access to City Data from any location outside of the continental United States

of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City's express approval.

3.2.1 Access Limitations. Contractor, insofar as this is possible, shall use precautions, including, but not limited to, physical software and network security measures, personnel screening, training and supervision, and appropriate agreements to:

3.2.1.1 Prevent anyone other than City, Personnel, and Subprocessors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, gaining access to City Data;

3.2.1.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

3.2.1.3 Prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City personnel.

3.2.2 Security Best Practices. Contractor shall implement the following security best practices with respect to City Data and to any service provided:

3.2.2.1 Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.

3.2.2.2 Separation of Duties: The Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

3.2.2.3 Role-Based Security: The Contractor shall restrict access to authorized users and base access control on the role a user plays in the Contractor's organization.

3.2.3 Credential Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for accounts and system services accessing City Data, to only those of Contractor's Personnel and Subprocessors whose access is essential for the purpose of providing the Contracted Services or performing obligations under this Agreement. Contractor shall require Personnel and Subprocessors to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most 10 consecutive invalid authentication attempts.

3.2.4 Physical and Environmental Security. Contractor facilities that process City Data must be housed in secure areas and protected by perimeter security such as barrier access controls including security guards and picture identification badges that provide a physically secure environment from unauthorized access, damage, and interference.

3.3 System Administration and Network Security.

3.3.1 Operational Controls. Contractor shall implement operational procedures and controls designed to ensure that technology and information systems are configured and maintained according to prescribed internal standards and consistent with applicable Industry Standard Safeguards. Examples of Industry Standard Safeguards are ISO/IEC 27002:2005, NIST 800-44, Microsoft Security Hardening Guidelines, OWASP Guide to Building Secure Web Applications, SOC 2 Type 2, and the various Center for Internet Security Standards. Moreover, Contractor shall use application security and software development controls designed to eliminate and minimize the introduction of security vulnerabilities.

3.3.2 Antivirus. Contractor shall have and maintain antivirus protection configured to automatically search for and download updates (daily, at a minimum) and perform continuous virus scans. Malware and threat detection must be updated continuously, and software patches provided by vendors must be downloaded and implemented in a timely manner. If Contractor is unable to implement these controls in a timely manner, Contractor shall notify City in writing.

3.3.3 Vulnerability Management and Patching. Contractor shall employ vulnerability management and regular application, operating system, and other infrastructure patching procedures and technologies designed to identify,

assess, mitigate, and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code.

3.3.4 Network Controls. Contractor shall have, shall implement, and shall maintain network security controls, including the use of firewalls, layered DMZs and updated intrusion, intrusion detection and prevention systems, reasonably designed to protect systems from intrusion or limit the scope or success of any attack or attempt at unauthorized access to City Data.

3.3.5 Logging and Monitoring. Unless prohibited by applicable law, Contractor shall, and shall require Subprocessors to, continuously monitor its networks and Personnel for malicious activity and other activity that may cause damage or vulnerability to City Data. Contractor shall maintain logs of administrator and operator activity and data recovery events related to City Data.

3.3.6 Changes in Service. Contractor shall notify the City of any changes, enhancement, and upgrades to the System Administration and Network Security, or changes in other related services, policies, and procedures, as applicable, which can adversely impact the security of City Data.

3.4 Policies, Assessments, and Audits.

3.4.1 Policies. Contractor shall, and shall require Subprocessors to, establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively “Information Security Policy”), and communicate the Information Security Policy to all of its respective Personnel in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) days of City’s request, Contractor shall make available for review by the City Contractor’s Information Security Policy and any related SOC audits or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

3.4.2 Vulnerability and Risk Assessments. At least annually, Contractor shall perform vulnerability tests and assessments of all systems that contain City Data. For any of Contractor’s applications that process City Data, such testing must also include penetration tests using intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and code review or other manual verifications to occur at least annually.

3.4.3 Right of Audits by City/Security Review Rights. City and its agents, auditors (internal and external), regulators, and other representatives as City may designate, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor (and any Personnel and Subprocessors that Contractor may use) that are used in rendering services to City to verify the integrity of City Confidential Information and to monitor compliance with the confidentiality and security requirements for City Confidential Information. In lieu of an on-site audit, at City’s discretion and upon request by the City, the Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by the City regarding the Contractor's data privacy and information security program. Contractor shall comply with all recommendations that result from such inspections, tests, and audits within reasonable timeframes.

3.5 Data Backup and Emergency Recovery. Contractor shall employ a multilayered approach to backups and disaster recovery including the use of a primary data center and a backup data center. Contractor shall perform both local and remote backups of the complete server infrastructure including server operating systems, applications, and data. Contractor shall perform Disaster Recovery Tests no less than semi-annually. Contractor shall maintain and comply with a reasonable written plan (the “DR Plan”) setting forth procedures for (a) mitigating disruption to systems during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster, including without limitation Force Majeure Events (as that term is used in PSC-6, Excusable Delays, of the Standard Provisions for City Contracts (Rev. 1/25)[v.2] (collectively, a “Disaster”); and (b) restoring Service functionality promptly after a Disaster. The DR Plan will include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.

3.6 Data Return and Destruction. At the conclusion of the Agreement and as instructed by City, Contractor shall (at its sole cost) return, delete, or destroy City Data then in its possession or under its control including, without limitation, originals, and copies of such City Data in accordance with Section 4.1.2. The following types of information are excluded from this requirement: (i) City Data that becomes a part of the public domain, including through court filings; and (ii) City Data that Contractor is required to maintain, by law, regulations, or by the terms

of this Agreement, but only for the time period required. For the avoidance of doubt, anything that is stored on routine backup media solely for the purpose of disaster recovery will be subject to destruction in due course rather than immediate return or destruction pursuant to this paragraph, provided that Personnel are precluded from accessing such information in the ordinary course of business prior to destruction.

3.6.1 Contractor shall implement and utilize appropriate methods to ensure the destruction of City Data. Such methods shall be in accordance with recognized industry best practices and shall leave no data recoverable on Contractor's computers or other media.

3.6.2 Certification of Destruction. Contractor agrees to certify that City Data has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Contractor maintains City Data within 45 days of receiving City's request that the information be returned, deleted, or destroyed. Contractor shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

3.7 Data Breaches. Contractor shall notify City in writing as soon as reasonably feasible, but in any event within forty-eight hours, or if later, the next business day after Contractor's discovery of any unauthorized access of City Data or Contractor becoming reasonably certain that such unauthorized access has occurred (a "Data Breach"), or of any event that compromises the integrity, confidentiality or availability of City Data (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates if requested by City, and, in any event, reasonably frequent updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share a report of the investigation findings with City. At City's sole discretion, City and/or its authorized agents shall have the right to conduct an independent investigation of a Data Breach. Contractor shall cooperate fully with City and its agents in that investigation. If the City is subject to liability for any Data Breach or Security Incident that arises as a result of Contractor's negligent performance of services for the City or Contractor's breach of this Section 3, the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

3.8 This Section 3 applies only to City Data under Contractor's care; in Contractor's possession, custody, or control; or being accessed by Contractor.

3.9 City shall be responsible for the security of City usernames, passwords, API keys and other credentials required to access the SCCS, to the extent such usernames, passwords, API keys and other credentials are in City's care, custody, or control. City shall be responsible for City's own disclosure of any City Data provided to City by Contractor or that City accessed through the SCCS.

3.10 This Section 3 shall not apply to any data or information to which the confidentiality obligations set forth in Section 4.1.2 do not apply.

4. Confidentiality

4.1 City's Confidential Information. For purposes of this Section 4.1, "**Confidential Information**" means any nonpublic information whether disclosed orally or in written or digital media, received by Contractor that is either marked as "Confidential" or "Proprietary" or which the Contractor knows or should have known is confidential or proprietary information. City Data shall be treated as Confidential Information by Contractor under this Agreement, even if such data is not marked "Confidential" or "Proprietary" or was obtained by or transferred to Contractor prior to the effective date of this Agreement.

4.1.2 Protection of Confidential Information. Except as expressly authorized herein, Contractor shall (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement or performing the Contracted Services. Contractor shall limit access to Confidential Information to Contractor Personnel and Subprocessors disclosed under Section 9.6, (1) who have a need to know such information for the purpose of Contractor performing its obligations or exercising its rights under this Agreement, or performing Contracted Services; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, the Contractor shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary

information of a similar nature, but in no event with less than reasonable care. At LADOT's request or upon termination or expiration of this Agreement, the Contractor will return to LADOT any Deliverables not provided to the City and Contractor will destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and Contractor will, upon request, certify to City its compliance with this sentence.

4.1.3 Exceptions. The confidentiality obligations set forth in Section 4.1.2 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Contractor; (b) is lawfully provided to the Contractor by a third party free of any confidentiality duties or obligations; (c) was already known to the Contractor at the time of disclosure free of any confidentiality duties or obligations; or (d) the Contractor can demonstrate was independently developed by Personnel of the Contractor without reference to the Confidential Information. In addition, the Contractor may disclose Confidential Information to the extent that such disclosure is necessary for the Contractor to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Contractor promptly notifies LADOT in writing of such required disclosure, cooperates with LADOT if LADOT seeks an appropriate protective order, and the Contractor discloses no more information that is legally required.

4.2 Contractor's Confidential Information. For purposes of this Section 4.2, "Confidential Information" means any nonpublic information received by City that is either marked as "Confidential" or "Proprietary" at the time of disclosure, or, if provided orally, through verbal identification as confidential at the time of disclosure that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. "Confidential Information" under this Section 4.2 is further limited to information that is a "trade secret," as defined in subdivision (d) of Section 3426.1 of the California Civil Code, or paragraph (9) of subdivision (a) of Section 499c of the California Penal Code, including but not limited to Contractor's (a) business plans, methods, and practices; (b) personnel, customers, and suppliers; (c) inventions, processes, methods, products, patent applications, and other proprietary rights; or (d) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information, which is maintained by the Contractor as confidential.

4.2.2 Protection of Confidential Information. Except as expressly authorized herein, City shall hold in confidence and not disclose any Confidential Information to third parties and not use Confidential Information for any purpose other than fulfilling its obligations under this Agreement or the City Contract or realizing the benefits of the Contracted Services delivered thereunder. City shall limit access to Confidential Information to employees and contractors (1) who have a need to know such information for a purpose authorized under this Agreement; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, City will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At Contractor's request, City will, to the extent permitted by the State of California's records retention laws, destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and City will, upon request, certify to Contractor its compliance with this sentence.

4.2.3 Exceptions. The confidentiality obligations set forth in Section 4.2.2 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the City; (b) is lawfully provided to the City by a third party free of any confidentiality duties or obligations; (c) was already known to the City at the time of disclosure free of any confidentiality duties or obligations; or (d) the City can demonstrate was independently developed by personnel of the City without reference to the Confidential Information. In addition, the City may disclose Confidential Information to the extent that such disclosure is necessary for the City to enforce its rights against Contractor under this Agreement or as required by law, including the California Public Records Act (CPRA), or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the City promptly notifies Contractor in writing of such required disclosure and the City discloses no more information than is legally required.

4.2.4 Contractor undertakes and agrees to defend, indemnify and hold harmless City and any of City's boards, officers, agents, and employees from and against all suits, claims, and causes of action brought against City for City's refusal to disclose Confidential Information to any person making a request pursuant to the CPRA. Contractor's obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable costs of litigation incurred by City or its attorneys (including all reasonable actual, costs incurred by City, not merely those costs recoverable by a prevailing party, and specifically including

reasonable costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against City, through and including any appellate proceedings. Contractor's obligations to City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Contractor of City invoices for all fees and costs incurred by City, as well as all damages or liability of any nature. Contractor shall receive prompt written notice from City within five (5) business days of receipt of any (1) communication to City challenging City's refusal to disclose Confidential Information, and (2) any complaint or petition to the court challenging City's refusal to disclose Confidential Information. Further should Contractor choose to intervene in any court action relating to the City's refusal to disclose Contractor's information, City shall not oppose Contractor's motion to intervene. Contractor shall have no obligations to City under this provision in any circumstance where Contractor provides written confirmation to City that 1) all of the requested records at issue are not Confidential Information and 2) City may release said records to the requester.

4.3 Compliance with Privacy Laws. Contractor is responsible for ensuring that Contractor's performance of its obligations and exercise of its rights under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, as amended from time to time. If this Agreement or any practices which could be, or are, employed in performance of this Agreement become inconsistent with or fail to satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to show such compliance. The City acknowledges and agrees that Contractor is not responsible for giving any notices to or obtaining any consents from any other party in order for Contractor to process the City Data as contemplated by this Agreement.

5. Warranties. Contractor represents and warrants that:

5.1 Disabling Code. No software or services to which the City is provided access and use hereunder contains any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or the City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drip-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or the City's hardware or software.

5.2 Virus/Malicious Software. Contractor has used its best efforts to scan for viruses within Contractor's networks and information systems, and no malicious system will be supplied under this Agreement.

5.3 Information Security. Contractor's information security procedures, processes, and systems will at all times meet or exceed (i) the requirements of this Agreement; and (ii) all applicable information security and privacy laws, and legally binding standards, rules, and requirements related to the collection, storage, processing, and transmission of personally identifiable information.

6. Indemnification; Limitation of Liability

6.1 Indemnification. Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns, and successors in interest, Contractor shall defend, indemnify, and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel), reasonable cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages, or liability of any nature whatsoever, for death or injury to any person, including Contractor's Personnel and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subprocessors, subcontractors, or their boards, officers, agents, Personnel, assigns, and successors in interest. The rights and remedies of City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

6.2 Limitation of Liability. Neither party shall be liable hereunder for special, indirect, consequential, or incidental losses or damages including, but not limited to, lost profits, lost or damaged data, failure to achieve cost savings, or the failure or increased expense of operations, regardless of whether any such losses or damages are characterized as arising from strict liability or otherwise, even if a party is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable. The limitations of Contractor's liability in this Section 6.2

do not apply to: (a) Contractor's breach of Section 4 (Confidentiality), and (b) Contractor's obligations in Section 6.1 (Indemnity).

6.3 Liability Cap. In no event shall either party's liability arising out of or relating to this Agreement exceed three times (3x) the fees paid under the City Contract during the twelve (12) months preceding the act, omission, or occurrence giving rise to such liability. The cap on liability in this Section 6.3 does not apply to Contractor's obligations under Section 3 (Data Protection), Section 4 (Confidentiality), and Section 6 (Indemnification),

7. Data Disclaimer. All data provided by or on behalf of City pursuant to this Agreement are provided "as is." City makes no representation or warranty, express or implied, regarding the data's accuracy, completeness or use. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the data will not infringe any patent, copyright, trademark, or other proprietary rights. Without limiting the generality of the foregoing, City does not represent or warrant that the data or access to it will be uninterrupted or error free.

8. Term

8.1 Term. The term of this Agreement shall be coextensive with the City Contract.

8.2 Survival. The provisions of Sections 2, 3, 4, and 6 will survive the termination or expiration of this Agreement.

8.3 Retroactive Application. The Parties agree that, to the extent permitted by applicable law, the provisions of Sections 2, 4, 6, and 7 of this Agreement shall be applied retroactively to any and all Contracted Services performed by Contractor, and any of its Personnel or Subprocessors, even if those acts and actions occurred or were in progress prior to the effective date of this Agreement.

9. General Provisions

9.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other party arising from or related to this Agreement.

9.2 Export. Contractor agrees not to export, report, or transfer, directly or indirectly, any City Data, or any products utilizing such data, in violation of United States export laws or regulations. Without limiting the foregoing, Contractor agrees that (a) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) is not, and is not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (c) it will not use any City Data for, and will not permit any City Data to be used for, any purpose prohibited by applicable law.

9.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

9.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.5 No Assignment. Except as provided in Section 9.6, Contractor will not assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of LADOT, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

9.6 Subprocessors. City acknowledges and expressly agrees that Contractor may retain Subprocessors in the course of providing Contracted Services. Contractor shall make available to City a current list of Subprocessors and

their respective services immediately upon execution of this Agreement. When Contractor engages any new Subprocessor after the execution of this Agreement, Contractor will notify LADOT of such Subprocessor at least 30 days before the Subprocessor accesses or processes any City Data. Any and all Subprocessors shall be bound by the obligations of Contractor under this Agreement; notwithstanding the foregoing, Contractor remains responsible for compliance of any such Subprocessor with the terms of this Agreement.

9.7 Notices. All notices required to be given pursuant to the terms of this Agreement shall either be personally delivered or delivered by certified mail return receipt requested to:

If to LADOT:

Laura Rubio-Cornejo, General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

With copies to:

Tomas Carranza, Assistant General
Manager and Chief Technology Officer
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

If to Contractor:

1150 N. Alma School Road, Mesa, AZ 85201

Attention: Jon Baldwin/Executive Vice President/jon.baldwin@verramobility.com

Or to any such other address as the parties may designate in writing, from time to time. All mailed notices shall be deemed received three days after being deposited in the U.S. mail.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

9.9 Entire Agreement. No-shrink-wrap, click-wrap, privacy policy, or other terms and conditions or agreements (“Additional Contractor Software Terms”) provided with any products, services, documentation, or software hereunder, or under the Contracted Services agreements, shall be binding on the City, even if use of the foregoing requires an affirmative “acceptance” of those Additional Contractor Software Terms before access is permitted. All such Additional Contractor Software Terms will be of no force or effect and will be deemed rejected by the City in their entirety. This Agreement is the final, complete and exclusive agreement of the parties with respect to the licensing, use and protection of City Data, and supersedes and merges all prior discussions between the Parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of each Party.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Laura Rubio-Cornejo
General Manager
Los Angeles Department of Transportation

Date: _____

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

By: _____

Deputy City Attorney

Date: _____

American Traffic Solutions, Inc. dba Verra Mobility

**Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign*

By: _____
David Roberts
President

By: _____
Jon Baldwin
Executive Vice President

Date: _____

Exhibit C Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires

approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. **California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. **Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. **Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit D - Los Angeles - Verra Mobility - Cooperative Pricing Letter



To: Christopher Rider, Senior Transportation Engineer

100 S. Main St, Los Angeles CA, 90012

christopher.rider@lacity.org

CC: Tomas Carranza, Assistant General Manager, CTO LADOT

tomas.carranza@lacity.org

12-09-2025

Dear Mr. Rider,

Verra Mobility is committed to the LADOT's Speed Program (AB645). We would like to confirm our commitment to supporting LADOT's Speed Program through a financial discount initiative. We are extending a **total program discount of \$375,000** applied over the full **five-year contract term**. Verra Mobility will honor this pricing discount, the scope and the contract terms of the pre-existing City of Oakland Contract Work Order #21781 should LADOT proceed with a Cooperative Agreement per item **144. Utilization by Other Agencies**. As noted in the Oakland contract, item 16.000 **Cost Proposal**

This discount will be allocated proportionally across the contract period and reflected in the invoicing schedule, ensuring transparency and alignment with the agreed-upon terms. Our goal is to reinforce LADOT's efforts in enhancing roadway safety while delivering cost efficiencies that maximize program impact.

Below is the current Oakland Cost Proposal followed by the LADOT Cost Proposal for comparison

Summary Calculation of current Oakland piggybackable contract:

Exhibit 2: Cost Proposal – SSC

Calculation:

\$4,500 fixed fee × 12 months × 18 locations = \$972,000/year

Total contract term (5 years): \$4,860,000

Outgoing Document Production											
Incoming Correspondence and Payment Processing											
Payment Processing											
Accounts Receivable, Revenue and payment tracking											
TOTAL (total per year; paid monthly)			flat fee	\$6,675,000	\$6,675,000	\$6,675,000	\$6,675,000	\$6,675,000	\$6,675,000	\$6,675,000	\$6,675,000

Calculation:

\$4,450 fixed fee × 12 months × 125 locations = \$6,675,000/year
 Total contract term (5 years): \$33,375,000

If there are any additional questions, please don't hesitate to reach out via email, melba.rivera@verramobility.com, or phone, 602-300-5997.

Sincerely,

Melba E. Rivera-Irizarry

Global Vice President, Strategic Accounts



1150 N. Alma School Road | Mesa, AZ 85201

☎ 602 300 5997 melba.rivera@verramobility.com | www.verramobility.com

Exhibit E - Required Insurance and Minimum Limits

(Rev. 05/18)

CITY OF LOS ANGELES INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY’s online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises.
Sexual Misconduct

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name: American Traffic Solutions, Inc. dba Verra Mobility

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured: **Yes**

Min. Limit: \$2000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): **Yes**

Min. Limit: \$1000000

Automobile Liability Other:

Professional Liability (Errors and Omissions): **Yes**

Min. Limit: \$2000000

Discovery Period: 12 months after completion of work or date of termination

Professional Liability Other:

Property Insurance (to cover replacement cost of building - as determined by insurance company): **Yes**

Min. Limit: \$2000000

All Risk Coverage: Yes

Boiler and Machinery: No

Flood: No

Builder's Risk: No

Earthquake: No

Property Insurance Other: Inland Marine - Protects cameras, sensors, and firmware during transit and installation

Pollution Liability: No

Surety Bonds - Performance and Payment (Labor and Materials) Bonds: Yes

Surety Bonds Other:

Crime Insurance: No

Cyber Liability: Yes

Min. Limit: \$5000000

Cyber Liability Other: Per Occurrence: a.Technology Errors and Omissions Liability and Professional Misconduct;
b.Unauthorized Computer Access, Security and Privacy Liability, Network Interruption, and Cyber Extortion
occurrence; c.Cloud

Other: Umbrella Liability ("Following Form" of all required policies): \$5 Million per occurrence; \$5 Million general
aggregate

****Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and
be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.**

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

____ **Professional Liability** (Errors and Omissions)

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Flood

Earthquake _____

Boiler and

Machinery

Builder's Risk _____

____ **Pollution Liability**

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance**

Other: _____

Los Angeles Speed Safety System Use Policy

LADOT January 2026

Background

Speeding endangers everyone on the road, not just the driver. Speeding is a leading cause of crashes that result in serious injuries and fatalities, contributing to nearly one-third of all traffic deaths nationwide in 2023.¹ The risk of severe injury or death increases sharply with higher speeds: a crash at 50 miles per hour carries a 59% chance of serious injury, compared with just 15% at 40 miles per hour.² In Los Angeles, there were an average of 1,916 crashes per year between 2020 and 2024, and speeding was a factor in one-third of them.³ Enforcing speed limits is critical to reducing collisions that cause injuries and deaths.

Background
Purpose of the System
Authorized Use of Technology and Data
Authorized Users
Authorized User Training Programs
System Hardware Management
Data Collection, Handling, and Security
Data Sharing
Accountability, Oversight, and Auditing
Enforcement, Violations, Fines, and Appeals

The City of Los Angeles (the City) employs a variety of strategies to reduce speeding, including traffic engineering, public education, and enforcement. As part of these efforts, the City uses Speed Safety Systems (Systems), which are defined under California Vehicle Code sections 22425 – 22434 (Speed Safety System Pilot Program) as fixed or mobile radar, laser, or other automated devices used to detect speeding violations and capture clear images of vehicle license plates. The City's Automated Speed Enforcement (ASE) program collects and analyzes this data at designated locations across the city to support the City's Vision Zero initiative⁴.

Speed safety systems have proven highly effective in cities nationwide at lowering average speeds, curbing dangerous driving, and improving road safety. For example, San Francisco reported an average of 72% reduction in speeding vehicles at 15 sites after the first six months of their speed safety systems program. When paired with public education and thoughtful street design, these systems reliably identify speeding vehicles, reduce dangerous driving, prevent crashes, and save lives. In 2017, the National Transportation Safety Board (NTSB) reviewed multiple studies on speed safety cameras and

¹ <https://www.nhtsa.gov/risky-driving/speeding>

² <https://aaafoundation.org/impact-of-speeds-on-drivers-and-vehicles-results-from-crash-tests/>

³ Transportation Injury Mapping System (TIMS), Safe Transportation Research and Education Center, University of California, Berkeley. 2025

⁴ Vision Zero is a global initiative to eliminate traffic-related fatalities.

found that they effectively lower average driving speeds, reduce excessive speeding and lessen the severity of crashes. The NTSB also urged all states to remove restrictions on their use and adopt clear laws permitting the deployment of speed safety systems without strict limits on location or operation.

Deploying speed safety systems on streets where speeding creates dangerous conditions is a cost-effective and proven way to prevent injuries and save lives.

Purpose of the System

Under California Assembly Bill 645 (AB 645), the purpose of these Systems is to reduce speeding and improve road safety in Los Angeles by automatically detecting vehicles exceeding posted speed limits, capturing clear images of their license plates, and using these data to levy civil penalties on those who are non-compliant with speeding laws. Specifically, the Systems are intended to:

- **Reduce crashes and injuries:** Lower average vehicle speeds and the likelihood of crashes resulting in severe injury or death.
- **Enforce traffic laws while maintaining civil liberties:** Ensure automated enforcement is conducted transparently, fairly, and with safeguards for privacy and proper use of collected data.
- **Encourage compliance with speed limits:** Through consistent enforcement and public awareness, reduce dangerous driving behavior over time.

Authorized Use of Technology and Data

Systems will be operated solely for purposes authorized under AB 645. The Los Angeles Department of Transportation (LADOT) shall use Systems technology only to:

- Detect violations of speed laws only on streets that are defined and communicated to the public, with documented excess speeding, safety concerns, and/or nearby vulnerable populations (e.g., school zones, senior centers, etc.) and in designated areas where there is not a reasonable expectation of privacy
- Capture clear photograph(s) of the speeding vehicle's license plate and the rear of the vehicle for the purposes of identifying make and model, excluding the rear windshield (note that photographs of people's faces will not be captured and AB 645 specifically prohibits use of facial recognition technology).
- Use the license plate data to identify the registered vehicle owner on file with the Department of Motor Vehicles (DMV)
- Document the vehicle speed detected by the System
- Document the date and time when the violation occurred

- Issue a notice of a civil, non-moving violation⁵ (similar to a parking ticket) to the registered vehicle owner based on photographic evidence
- Monitor program effectiveness within defined, publicly available key performance indicators (e.g., speed reduction, safety outcomes) to assess traffic safety, impacts to civil rights and liberties, and additional locations for Systems technology

Systems and collected data shall not be used to surveil, harass, intimidate, or discriminate against any individual or group, nor for monitoring activities protected under the First Amendment of the United States Constitution. All use of Systems technology will comply with California Vehicle Code sections 22425 - 22434, including limitations on locations, and retention of and access to collected data.

Authorized Users

Authorized Users are LADOT staff and approved Contractors who may access program elements to perform or support services in carrying out an Authorized Use, as defined in this Policy. Contractors include technology providers and other vendors who assist LADOT in these operations. Access to Program data is limited to Authorized Users with a specific operational need, as determined by LADOT's General Manager or their designee. In compliance with AB 645, LADOT maintains a record of all Authorized Users and the specific purposes for which access is granted.

Authorized User Training Programs

To ensure responsible and secure use of LADOT's Systems, it is essential that all Authorized Users are properly trained before being granted access. Training provides users with the knowledge needed to comply with legal requirements, operate equipment correctly, and uphold strict data protection standards.

All Authorized Users shall receive training and necessary materials prior to being provided with access to Systems and Program data. LADOT will maintain a record of all completed training sessions. Training courses will cover the following:

1. Applicable federal and state laws;
2. Functionality and proper operation of the equipment;
3. Functions for which City staff will be responsible to review and/or testify to;
4. Overview of protocols for safeguarding access to the Systems, access to Program data; and
5. Overview of administrative, physical, technical, and operational procedures, including ethical responsibilities, conflicts of interest, and impartial handling of violations.

By establishing a consistent baseline of understanding, LADOT minimizes the risk related to system misuse, data breaches, or noncompliance with state and federal regulations.

⁵ A civil, non-moving violation is a non-criminal offense handled through a civil process rather than the criminal court system. It does not add points to a driver's license, does not affect insurance, and is enforced through administrative penalties (e.g., fines and fees) instead of criminal charges to encourage compliance to rules.

System Hardware Management

LADOT applies administrative, operational, technical, and physical safeguards to manage System cameras and associated hardware. These safeguards ensure that all cameras are properly maintained, accurately positioned, and operated strictly for purposes authorized under AB 645, including speed limit enforcement, administrative review, and program evaluation.

To maintain reliable and accurate operation, LADOT will require regular maintenance, technical support, upgrades, calibration, and system updates to ensure all System cameras and related equipment function properly. The equipment contractor will be required to calibrate each speed safety system installation once every 60 days per the manufacturer's instructions and once per year by an independent calibration laboratory. Contractors supporting Systems deployment are required to comply with these standards and provide regular reports of maintenance activities to LADOT.

Data Collection, Handling, and Security

Data Types

System technology collects raw image data and related vehicle information, which may include limited "Personal Information," (see footnote below)⁶ for the purpose of enforcing speed limits in compliance with AB 645. This Policy defines the types of data generated and its use in Systems operations (Table 1). Data types include Raw Image Data, Processed Data, Appended Data, and Derived Data. These data types are fully defined in Table 1.

- Raw Image Data: Unprocessed, unannotated visual or sensor data captured at the point of collection by a camera or associated sensors.
- Processed Data: Information produced by analyzing Raw Image Data.
- Appended Data: Supplemental information linked to Processed Data.
- Derived Data: Anonymized,⁷ aggregated⁸ information created by analyzing or combining, Raw Image, Processed, or Appended Data in a way that prevents identification of individuals.

⁶ As defined by the California Consumer Privacy Act, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household."

⁷ Anonymized data removes or modifies all information that could reasonably link the data back to the individual.

⁸ Aggregated data is processed, summary data that combines individual-level data. The primary purpose of aggregated data is to allow for analysis, trend recognition, and policy evaluation without focusing on a single person or vehicle.

Table 1: . Data Types and Details

Data Type	Description	Data Details
Raw Image Data	Unprocessed, unannotated, point of collection image, point cloud, infrared, or other data collected by System cameras or associated sensors.	<ul style="list-style-type: none"> ● Presence of vehicles ● Vehicle license plate images ● Vehicle images ● Metadata for Raw Image Data (e.g., location information, contextual data such as buildings and street-level block information, date and time of capture)
Processed Data	Information generated from Raw Image Data through analysis and manual review.	<ul style="list-style-type: none"> ● Rear license plate only ● Vehicle license plate number and issuing state ● Inferred vehicle type and physical characteristics (e.g., make, model, year, color) ● Vehicle speed ● Event interpretation (e.g., speed of vehicle, speed classification) ● Aggregated or macro-level information relevant to processing of the image
Appended Data	Additional information linked to the processed data by a System and manually by authorized personnel.	<ul style="list-style-type: none"> ● Vehicle registration information (e.g., owner name, registered address, registration status) ● Associated vehicle owner information (e.g., special designation or permit and other vehicle specification information such as year, propulsion information, weight, and registered use) ● Event determination ● Violation level (as determined by authorized personnel) ● Whether the violation is a first offense ● Administrative or enforcement determinations (manual or automated)
Derived Data	Any information derived directly or indirectly from analyzing, aggregating, visualizing, geo-locating, or modeling Raw Image, Processed, or Appended Data. Derived Data is anonymized and aggregated to prevent identification of individuals.	<p>Examples include:</p> <ul style="list-style-type: none"> ● Counts of vehicles by speed bin ● Trends (e.g., percent of speeding vehicles over time by corridor or area) ● Operational insights ● Other information

Data Restrictions

Certain types of data are strictly prohibited from being captured by Systems. The law forbids collecting identifying images of drivers, passengers, pedestrians, or other vehicles. It also restricts or regulates the use of video recording as opposed to still photography and expressly bans the use of facial recognition or similar biometric technologies. These limitations ensure that enforcement activities focus solely on vehicle speeds and compliance, while protecting individual privacy.

Data Designation, Storage, and Protection

Data from the Pilot Program will be classified by Data Type and designation in accordance with LADOT's existing Data Protection Principles, and Master Data License Protection Agreement, and the Information Technology Policy Committee (ITPC) Information Handling Guidelines⁹, which together govern permissible access, use, and disclosure based on data sensitivity and purpose.

Restricted Information

Certain System events and related administrative, enforcement, or legal records may be designated as "Restricted Information" due to the potential legal, financial, or reputational risks of unauthorized disclosure. Restricted information is protected through enhanced security measures, including encryption in transit, at rest, and in use; multi-factor authentication; and secure physical locked storage of portable devices or media containing this data. Access is limited to Authorized Users with a direct operational or legally authorized need.

Confidential Information

Raw Image Data and Processed Data containing Personal Information are treated as "Confidential Information." LADOT and its contractors will implement and maintain administrative, technical, and organizational safeguards to prevent unauthorized access, disclosure, or misuse. All confidential information at rest and in-transit must be encrypted using industry-standard methods or better, protected from cybersecurity threats such as hacking or malware, and stored on secure systems. Contractors, insofar as this is possible, shall use precautions, including, but not limited to, physical software and network security measures. Encryption should be certified per U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent or higher. Access is limited to Authorized Users for purposes related to enforcement, administrative review, or program evaluation.

Internal Information and Open Data Policy

LADOT anticipates that program data will yield critical operational and planning insights and trends that can inform program evaluation. Internal Information means Derived Data products, including insights,

⁹ This document provides guidelines for how the City of Los Angeles classifies, stores, transmits, and protects different types of information (public information, open data, internal information, confidential information, and restricted information) to ensure compliance with legal requirements, safeguard sensitive data, and maintain information security. Access the report at https://cityclerk.lacity.org/onlinedocs/2019/19-1355_rpt_DOT_6-14-2020.pdf.

visualizations, models, and reports developed from aggregations and collections of Raw Image Data that are de-identified, aggregated, and cannot be reverse engineered to identify individual persons or vehicles. Such Derived Data may be designated as Internal Information or, consistent with the City of Los Angeles' Open Data Policy, released as Open Data, defined as non-confidential, non-personal data made publicly available in accessible formats for public use, subject to applicable privacy, security, and legal restrictions, and LADOT approval. All such data is stored securely, with all Personal Information removed to prevent identification of individuals or vehicles. Data minimization, aggregation, de-identification, and secure destruction will be applied to these datasets to ensure compliance with AB 645.

All program data must be stored securely within the continental United States, whether on City-owned servers, approved cloud services, and portable devices. Portable devices, including laptops, external drives, or other media must be:

- Registered with LADOT
- Encrypted and password-protected
- Restricted to Authorized Users only
- Equipped with remote-wipe capabilities if lost, stolen, or replaced

Portable devices may not leave the continental United States unless specifically approved, tracked through administrative controls, and secured according to these standards.

Data Processing, Enrichment, and Analysis

LADOT's Contractors may process, clarify, and analyze Raw, Processed, and Appended Data to produce Derived Data for purposes consistent with Authorized Uses.

This can include, but is not limited to, de-identifying and aggregating data, adding information from internal and external sources, comparing data sets to benchmark or ground truth datasets, and transforming data into reports, visualizations, maps, graphs, or other analytical products. LADOT may process and analyze Processed and Appended Data.

To the best of their abilities, LADOT and its contractors will ensure data subject to automated and manual processing is de-identified and cannot be reverse engineered to reveal individual vehicles, people, or other Personal Information. LADOT and its Contractors are prohibited from combining or treating data in any way that could identify individuals or track their movements. Additionally, LADOT and its Contractors shall not compile or aggregate locations, events, movement patterns, or any Raw Image, Processed, or Derived Data at the individual vehicle or person level that would enable LADOT to track, surveil, model, or predict the movement of individual vehicles or persons. The sole exception is aggregation of enforcement or administrative action history data that is relevant to specific vehicles and registered owners in line with this Policy's retention rules.

Data Ownership

For the purposes of this Policy, LADOT designates Processed and Appended data as "City Data", establishing ownership and assignment through contractual agreements with its Contractors. All City

Data transmitted to, stored, held, and in use by LADOT or its Contractors must follow ITPC Information Handling Guidelines (see Data Designation, Storage, and Protection Requirements section).

Ownership of derived data as produced through program interfaces and applications or through offline analysis using aggregations, compiling, decompiling, joins, and renderings of City Data may be assigned to LADOT or its Contractors depending on who processes or generates the data. LADOT ensures that contractual agreements with Contractors clearly define ownership and responsibilities for derived data.

Data Access

Access to Restricted or Confidential information is strictly limited to Authorized Users, which include only Contractor and LADOT employees, and only for the purposes permitted under this Policy, including enforcement, administrative review, program evaluation, or other legally mandated activities.

Unauthorized access, use, or disclosure of Program data is prohibited. This includes access by other city, county, state and federal agencies, including law enforcement agencies except as noted below in the section on Data Sharing.

To maintain compliance, LADOT and its contractors will:

- Maintain access controls and review user permissions as needed.
- Require all Authorized Users to complete mandatory training on data handling and AB 645 requirements.
- Monitor and log all access to Program data and periodically audit these logs for compliance.
- Prohibit the use of unapproved devices, email, or storage systems for Program data.
- Immediately report and respond to any suspected or confirmed breaches of confidentiality.

Data Retention

As a general practice, LADOT archives, anonymizes, or destroys data once it is no longer required or after the applicable retention period has been met. AB 645 sets clear limits for how long speed camera data may be retained to protect privacy and ensure responsible use. Images that are captured and processed by a speed safety system that do not result in the issuance of a violation must be deleted within five (5) days from the date the photo was captured.

For all Program data and images downloaded to City servers that are associated with citations, infractions, or other pre-defined administrative actions, the records may be retained for up to 60 days after the final disposition of the notice of violation. Supporting administrative records, such as calibration logs, may be retained for up to 120 days. Once the retention period expires, all records must be securely destroyed. LADOT may retain information that a vehicle has been cited by the System and fined for a violation for up to three (3) years. All data retention practices as described under this Policy apply to LADOT and its Contractors.

Data Disposal

Data will only be kept for the time required by AB 645 and will be securely disposed of based on industry best practices once that period ends.

Disposal Process

Once the retention period expires, LADOT will securely destroy all Program data to prevent unauthorized access. This applies to both electronic and paper records, including files on computers, laptops, databases, hard drives, collaborative workspaces, on-site data storage, servers, and cloud storage. Acceptable disposal methods include shredding, incineration, overwriting, or physically destroying paper and physical records as well as electronic media. Electronic data is made unrecoverable through techniques such as overwriting, degaussing, or physical destruction. Any Information Technology hardware or documentation that contains sensitive data must be cleared and destroyed before it can be released.

All data destruction is documented, either electronically or manually, to ensure transparency and support auditing. Contractors follow the same standards, maintaining logs of both automated and manual data destruction in line with their contractual obligations.

Enforcement and Administrative Data Disposal

LADOT and its Contractors will ensure that essential enforcement and administrative data required for legally or operationally mandated retention periods are protected and not subject to disposal. Data that has been aggregated, anonymized, or made publicly available may be retained or disposed of in accordance with LADOT policy, provided that Personal Information is removed.

Data Disposal Schedule

LADOT follows a strict data disposal schedule in compliance with AB 645. Photographic evidence collected to issue a notice of speeding violation is retained for up to 60 days after the final disposition of the notice; that is, after the notice has received its official outcome or resolution. Photographic or related data not resulting in a notice of violation is retained for up to five days. Confidential Information received from the Department of Motor Vehicles for the purposes of issuing notices is retained for up to 120 days after the final disposition of the notice of violation. Restricted Information, Internal and Open Data, and data that has been aggregated or anonymized are not subject to specific retention periods but are disposed of or retained according to LADOT policy.

Data Incident, Breach, Notification, and Incident Response

A data incident occurs when confidential or restricted information is exposed or shared with unauthorized parties, lost, damaged, stored improperly, disposed of incorrectly, or discovered to be improperly stored or disposed of. Other types of data breaches may also fall under this category.

LADOT maintains a written log of all incidents and reviews each incident, considering the volume and sensitivity of the data, and determines appropriate notifications. If a breach results in unauthorized

disclosure of Restricted or Confidential Information containing Personal Information, LADOT notifies affected individuals as required by local, state, and federal laws, including the California Consumer Privacy Act (CCPA).

Data Sharing

Third Party Data Sharing

Data that has been aggregated or anonymized may be shared publicly and with other City departments to promote transparency, accountability, and community benefits. This data is only released after applying de-identification or other safeguards to ensure no individual can be identified.

LADOT and its Contractors will not share personally identifiable program data with commercial or private entities. Contractor agreements include confidentiality provisions prohibiting any use beyond the Authorized Use defined in this Policy. Program data may not be sold, published, exchanged, monetized, or disclosed for commercial purposes.

Access to Processed or Appended Data, including Restricted Appended Data, by local and federal law enforcement or other government agencies is not allowed except in the unusual case of a court order, subpoena, or other legal requirement. Such legal requirements do not supersede the retention guidelines noted above. LADOT and its Contractors will not share specific citation events with local external law enforcement agencies and will only provide data as required by law. In the event that the Contractor improperly shares, discloses, or otherwise distributes data, LADOT reserves the right to immediately terminate the contract.

Public Information & CCPRA

Under the California Public Records Act (CPRA, Government Code §§ 6250–6276.48), City records are generally public unless exempted by law. AB 645 specifies that photographic and administrative records from Systems are confidential. These records are not subject to public disclosure and may only be used for authorized purposes or to evaluate system performance. However, certain aggregated data, such as the number of violations issued or vehicle speeds for which violations were issued, is not considered confidential. Such program outcome data is not protected from disclosure under the law and can be disclosed in response to a public records request.

Requests for Public Information are reviewed by the LADOT Program Administrator, with select requests submitted to the City Attorney. All releases follow the Open Data Policy and CPRA while ensuring compliance with AB 645 protections.

Accountability, Oversight, and Auditing

At the direction of LADOT's General Manager, the City and designated staff will regularly conduct audits of the System and all relevant processes, including but not limited to the technology, data processing, data review, and citation processing and adjudication.

Contractors will provide monthly audit logs of overall usage of speed safety camera systems, including:

1. Number of violations detected;
2. Number of violations for which the City issued citations;
3. Geographic distribution of violations detected and issued;
4. Of the violations detected where a citation was not issued, the vendor shall report the reason for non-issuance (e.g., vehicle not actually speeding, license plate unidentifiable or read incorrectly);
5. Any malfunctions, days not in service due to malfunction, and days not in service due to other reasons; and
6. Date and time when Systems were last inspected.

LADOT will establish a clear feedback loop to ensure the Use Policy and System operations are followed, transparent, and continuously improved. A simple reporting process will allow the public, program partners, and staff to raise concerns or suspected violations, all of which will be documented and reviewed. On a regular basis, LADOT will also conduct an independent, third-party audit to assess compliance by LADOT and its contractors, review administrative appeals and outcomes, and identify improvements. Audit findings will inform updates to system operations and the Use Policy to reduce errors, improve fairness, and strengthen public trust over time. Summaries of audit findings will be publicly released.

Enforcement, Violations, Fines, and Appeals

Enforcement and Violations

Under AB 645, Systems issue civil penalties for detected speeding violations rather than criminal charges. A violation occurs when a vehicle exceeds the posted speed limit, and fines are assessed according to the following schedule in Table 2.

Table 2: Schedule of Fines

Fine	Violation
Fifty dollars (\$50)	Speeds 11 to 15 miles per hour over the limit
One hundred dollars (\$100)	Speeds 16 to 25 miles per hour over the limit
Two hundred dollars (\$200)	Speeds 26 miles per hour or more over the limit
Five hundred dollars (\$500)	Speeds of 100 miles per hour or more

For a first violation involving exceeding the posted speed limit by 11 to 15 miles per hour, a warning ticket must be issued. In cases where multiple System devices record violations within a 15-minute period, the violation with the highest civil assessment will be issued. Subsequent violations within the same 15-minute interval will result in warnings. No civil penalty will be assessed if the individual is already subject to criminal penalties for the same act, such as being issued a citation in person by an officer for the same speeding event.

Notices are mailed to the registered vehicle owner only, based on rear license plate images. Each notice must include details on the recorded speed, location where the violation occurred, and instructions for contesting the violation. These violations do not add points to the driver's DMV record and generally do not affect insurance. For the first 60 days after a new System is activated, only warning notices will be issued.

Equity Considerations and Alternative Programs

Individuals meeting specific income criteria may be able to pay reduced fines. Those below the federal poverty level may have their citation fines reduced by up to 80%. Individuals with incomes up to 250% of the federal poverty level may have fines reduced by up to 50%.

LADOT will provide a diversion program for eligible individuals, allowing community service in lieu of paying the civil penalty associated with a Systems violation. The program may also offer the option to pay fines over time through a monthly payment plan and income-based discounts, consistent with the income criteria set forth in the Government Code (Section 68632), with eligibility demonstrated through proof of household income at or below applicable thresholds or participation in means-tested public assistance or disability benefit programs recognized under state law.

Due Process and Appeals

AB 645 ensures that vehicle owners have the right to challenge a violation through a clear, transparent process:

- **Review of Evidence:** Vehicle owners may access photographic and event evidence related to the violation.
- **Initial Review:** Vehicle owners may request an initial review of a notice of violation within 30 calendar days of the notice being mailed, using phone, mail, electronic, or in-person methods.
- **Administrative Hearing:** If not satisfied with the outcomes of the initial review, vehicle owners may contest the violation in an administrative hearing within 21 calendar days of the review decision before a neutral decision-maker.
- **Deadlines:** The notice will clearly specify deadlines for submitting a contest or appeal.
- **Transparent Decision Criteria:** Decisions regarding appeals are made using predefined and publicly available standards to ensure fairness.

This process ensures that all Systems enforcement is transparent, accountable, and consistent, while providing drivers with the opportunity to exercise their rights and seek review if they believe a notice was issued in error. Language support is available through the Contractor administering the citation.

Exhibit G - Final ASE Camera Locations

Council District 1

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
W Washington Blvd	S New Hampshire Ave	S Vermont Ave	35	Yes	Yes	7
W 8th St	S Westmoreland Ave	S Hoover St	35	Yes	Yes	11
Wilshire Blvd	S La Fayette Park Pl	S Park View St	35	Yes	Yes	12
Figueroa St	Avenue 45	Avenue 51	35	No	Yes	21
W Olympic Blvd	Elden Ave	S Hoover St	35	Yes	Yes	6
S Figueroa St	W Adams Blvd	W 23rd St	30	No	Yes	12
Beverly Blvd	Belmont Ave	Witmer St	35	Yes	Yes	4
Cypress Ave	Cazador St	Macon St (midblock)	30	Yes	Yes	4

Council District 2

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
Magnolia Blvd	Tujunga Ave	Klump Ave	35	No	Yes	6
Oxnard St	Ethel Ave	Coldwater Canyon Ave	35	No	Yes	3
Victory Blvd	Mammoth Ave	Ventura Canyon Ave	35	No	Yes	5
Laurel Canyon Blvd	Archwood St	Vanowen St	40	No	Yes	11
Sherman Way	N Cedar Rd	Costello Ave	35	Yes	Yes	7
Vanowen St	Morse Ave	Goodland Ave	35	No	Yes	10
Victory Blvd	Ethel Ave	Coldwater Canyon Ave	35	No	Yes	12
Coldwater Canyon Ave	Vanowen St	Bassett St	35	No	Yes	5

Council District 3

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
Sherman Way	Calvin Ave	Vanalden Ave	35	No	No	10
Vanowen St	Hatillo Ave	Corbin Ave	35	No	Yes	6
Reseda Blvd	Erwin St	Victory Blvd	35	No	Yes	9
Victory Blvd	Canby Ave	LA River	45	Yes	Yes	5
Reseda Blvd	Wyandotte St	Valerio St	35	Yes	Yes	5
Winnetka Ave	Arminia St	Strathern St	35	Yes	Yes	3
Ventura Blvd	Winnetka Ave	Chalk Hill	40	No	Yes	11
Victory Blvd	Belmar Ave	Tampa Ave	45	No	No	8

Council District 4

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
White Oak Ave	Margate St	Ventura Blvd	40	No	Yes	2
Fountain Ave	N Hoover St	Hyperion Ave	35	No	Yes	3
Burbank Blvd	Kester Ave	Sepulveda Blvd	35	No	Yes	23
Victory Blvd	Newcastle Ave	LA River	45	Yes	Yes	6
Sherman Way	Lindley Ave	Zelzah Ave	35	Yes	Yes	5
N Western Ave	Franklin Ave	Los Feliz Blvd	35	No	Yes	10
N Highland Ave	Franklin Pl	Camrose Dr	35	No	Yes	17
Franklin Ave	Cheremoya Ave	Tamarind Ave	35	No	Yes	3
Hollywood Blvd	N Vista St	Camino Palmero St	30	No	Yes	5

Council District 5

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
W Olympic Blvd	Greenfield Ave	405 Fwy	35	No	No	5
N Fairfax Ave	Clinton St	Waring Ave	35	No	Yes	4
S La Cienega Blvd	W Pico Blvd	W Olympic Blvd	35	No	Yes	26
Melrose Ave	N Hayworth Ave	N Orange Grove Ave	35	No	Yes	3
W Olympic Blvd	Alvira St	Stearns Dr	35	No	Yes	3
S La Cienega Blvd	W 18th St	Horner St	35	No	Yes	10
N La Brea Ave	W 1st St	Beverly Blvd	30	No	Yes	12
W Olympic Blvd	S La Brea Ave	S Sycamore Ave	35	No	Yes	4

Council District 6

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
Woodman Ave	Terra Bella St	Nordhoff St	35	No	Yes	6
Vanowen St	Firmament Ave	Sepulveda Blvd	35	No	No	13
Woodman Ave	Roscoe Blvd	Strathern St	35	No	No	18
Balboa Blvd	Orange Line Busway	Archwood St	35	No	Yes	8
Sepulveda Blvd	Stagg St	Saticoy St	35	No	Yes	9
Nordhoff St	Pacoima Wash	Cedros Ave	35	Yes	Yes	7
Victory Blvd	Louise Ave	High Tech Los Angeles East Driveway	45	No	Yes	6
Sherman Way	Kester Ave	Sherman Cir (midblock)	35	Yes	Yes	9
Victory Blvd	Kester Ave	Cedros Ave	35	Yes	Yes	4

Council District 7

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
Van Nuys Blvd	Herrick Ave	De Foe Ave	35	Yes	Yes	1
Polk St	Glenoaks Blvd	Fellows Ave (midblock)	35	Yes	Yes	3
Foothill Blvd	Newhome Ave	Sherman Grove Ave	35	No	No	10
Nordhoff St	Noble Ave	Pacoima Wash	35	Yes	Yes	3
Laurel Canyon Blvd	Wolfskill St	Pacoima Wash	40	Yes	Yes	4
Sepulveda Blvd	Tupper St	Plummer St	35	No	Yes	6
Laurel Canyon Blvd	Pinney St	Hoyt St	40	No	Yes	7
Van Nuys Blvd	5 Fwy	Laurel Canyon Blvd	35	No	Yes	8

Council District 8

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
S Figueroa St	W 68th St	W Gage Ave	35	Yes	Yes	31
S Normandie Ave	W 62nd St	W 64th St	35	Yes	Yes	7
S Western Ave	W 55th St	W 53rd St	35	Yes	Yes	11
W Gage Ave	S Halldale Ave	Raymond Ave	35	Yes	Yes	9
W Martin Luther King Jr. Blvd	S Hobart Blvd	S Saint Andrews Pl	35	Yes	Yes	17
W Florence Ave	S Van Ness Ave	Haas Ave	35	No	Yes	15
S Figueroa St	W Manchester Ave	W 85th St	35	Yes	Yes	18
W Florence Ave	S Vermont Ave	S Hoover St	35	Yes	Yes	23
S Vermont Ave	W Florence Ave	W 71st St	35	Yes	Yes	20

Council District 9

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
E Vernon Ave	Wadsworth Ave	McKinley Ave	25	Yes	Yes	3
W Gage Ave	S Hoover St	S Figueroa St	35	Yes	Yes	21
S Figueroa St	W Gage Ave	W 62nd St	35	Yes	Yes	15
W Slauson Ave	Brentwood St	Inskeep Ave (midblock)	35	Yes	Yes	3
W Slauson Ave	S Budlong Ave	Menlo Ave	35	Yes	Yes	16
S Central Ave	E 92nd Ave	E 91st St	35	Yes	No	11
S Vermont Ave	W 58th Pl	W 57th St	35	Yes	Yes	21
Avalon Blvd	E 77th St	E 74th St	35	Yes	Yes	6
E Manchester Ave	Wadsworth Ave	S Central Ave	35	Yes	No	24

Council District 10

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
S Western Ave	W 24th St	W Adams Blvd	35	Yes	Yes	11
W 6th St	S Berendo St	S Vermont Ave	35	No	Yes	15
S La Cienega Blvd	Sawyer St	W 18th St	35	No	No	7
S La Brea Ave	Veronica St	Coliseum St	40	Yes	No	20
S La Cienega Blvd	Coliseum St	Bowesfield St	35	No	Yes	9
W Olympic Blvd	Irolo St	Fedora St	35	Yes	Yes	7
Arlington Ave	W Adams St	W 18th St	35	Yes	Yes	18
W Washington Blvd	3rd Ave	S Van Ness Ave	35	No	Yes	4
W Jefferson Blvd	Crenshaw Blvd	S Bronson Ave	35	No	Yes	13

Council District 11

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
Washington Blvd	Marr St	Thatcher Ave	35	No	Yes	2
S Barrington Ave	Ohio Ave	Santa Monica Blvd	30	No	Yes	4
Venice Blvd	Pisani Pl	Lincoln Blvd	35	No	Yes	11
National Blvd	Webster Middle School (driveway)	405 Fwy	35	No	Yes	3
Vista Del Mar	Culver Blvd	City Limit	40	No	No	15
S Slauson Ave	Culver Blvd	Braddock Dr	25	No	Yes	2
La Tijera Blvd	W Manchester Ave	W 74th St	40	No	Yes	12
Mulholland Dr	Corda Dr	Calvena Dr	35	No	No	1

Council District 12

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
Reseda Blvd	Kinzie St	Superior St	35	No	Yes	6
Nordhoff St	Geyser Ave	Yolanda Ave	40	No	Yes	2
Nordhoff St	Petit Ave	Gothic Ave	40	No	Yes	12
Balboa Blvd	Tulsa St	118 Fwy	35	No	Yes	3
Tampa Ave	Merridy St	Lassen St	40	No	Yes	6
Balboa Blvd	Plummer St	Lassen St	35	No	Yes	11
Valley Circle Blvd	Victory Blvd	Highlander Rd	45	No	Yes	5
Sesnon Blvd	Reseda Blvd	High Glen Way	45	No	Yes	1

Council District 13

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
W Sunset Blvd	N Bronson Ave	101 Fwy	30	Yes	Yes	10
W 3rd St	S Virgil Ave	S Commonwealth Ave	35	No	Yes	4
W Sunset Blvd	N Sycamore Ave	N McCadden Pl	30	No	Yes	10
W Sunset Blvd	Rosemont Ave	N Alvarado St	35	Yes	Yes	8
N Highland Ave	W Sunset Blvd	Hollywood Blvd	35	No	Yes	12
N Vermont Ave	Melrose Ave	Marathon St	30	Yes	Yes	5
Santa Monica Blvd	N Hobart Blvd	N Normandie Ave	35	Yes	Yes	1
Riverside Dr	Riverside Ter	Allesandro St	35	No	Yes	2

Council District 14

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
W 7th St	S Flower St	S Grand Ave	25	No	Yes	7
S San Pedro St	E 17th St	E 15th St	35	Yes	Yes	5
S Soto St	E 6th St	E 4th St	35	Yes	Yes	5
S San Pedro St	E 6th St	Winston St	25	Yes	No	10
Marengo St	N Mission Rd	Lord St	35	Yes	No	5
E 4th St	S Mott Ave	S Evergreen Ave	35	Yes	Yes	2
E 4th St	S Pecan St	S Boyle Ave	35	Yes	Yes	8
Huntington Dr	Topaz St	Monterey Rd	35	No	Yes	5

Council District 15

Street Name	To	From	Speed Limit	Equity Area	School Nearby	Speed Related Collisions
S Central Ave	E 114th St	E 109th St	35	Yes	Yes	15
N Avalon Blvd	W Sandison St	E N St	35	Yes	Yes	16
Wilmington Ave	E 113th St	E 110th St	35	Yes	Yes	8
Grande Ave	E 108th St	E Century Blvd	25	Yes	Yes	5
E Imperial Hwy	Avalon Blvd	Stanford Ave	35	Yes	Yes	8
S Gaffey St	W 2nd St	W 1st St	35	Yes	No	12
E 103rd St	Fifth Blvd (midblock)	Grande Ave	30	Yes	Yes	9
Vermont Ave	255th St	253rd St	35	Yes	Yes	3