



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Modaxo Traffic Management USA Inc.**, a Delaware corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes July 1, 2026 ("Effective Date").

**WHEREAS**, Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

**WHEREAS**, Contractor was awarded a contract with the City of Albuquerque on January 6<sup>th</sup>, 2025, as a result of Request for Proposals RFP-2023-349-DMD-EV titled "Automated Speed Enforcement" (the "Albuquerque Contract"); and

**WHEREAS**, County requested a quote from Contractor for automated speed enforcement, as provided for in the Albuquerque Contract, and Contractor provided a quote to County that complies with the pricing terms of the Albuquerque Contract; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on June 30, 2026; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:** Contractor shall provide design, equipment, installation services, and automated speed enforcement services to deliver a fully functional Automated Speed Enforcement System ("Services" or "Project") outlined below. Contractor's Automated Speed Enforcement System is inclusive of all Contractor's equipment, software, violation processing, and system personnel required for the photo enforcement of speed violations in accordance with County's Automated Speed Enforcement Ordinance, Code Sections 38-800 and 38-801.

1. **Project Initiation Meeting.** Contractor shall, within ten (10) business days from the Effective Date of this Agreement, schedule a virtual Project initiation meeting with the County Project Manager and designated County staff ("Project Team") at a date and time to be agreed upon by the Parties. Contractor shall provide a proposed agenda with topics to be addressed during the Project initiation meeting. As part of the Project initiation meeting, the Parties shall, at a minimum:
  - 1.1. Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task.
  - 1.2. Review the scope of Services to be completed by Contractor and identify any issues to be addressed in the course of the Project.

- 1.3. Introduce the County Project Team members and discuss their roles and responsibilities.
- 1.4. Identify users who will be granted access to the Automated Speed Enforcement System.
- 1.5. Establish communication protocols, meeting frequency, and meeting format (generally meetings may occur online in a virtual format) to include Project status reporting throughout Project Schedule.

## **2. Project Schedule**

- 2.1. **Provision and Approval of a Project Schedule.** Contractor shall provide a draft Project Schedule at the Project initiation meeting and shall update the draft Project Schedule with any pertinent items discussed for inclusion at the Project initiation meeting. Contractor shall provide a written Project Schedule to County within ten (10) business days of the Project initiation meeting. The Project Schedule shall include, at a minimum, items discussed for inclusion at the Project initiation meeting, due dates for deliverables, Project phases, and milestones, with a Project completion date for all five (5) Automated Speed Enforcement cameras fully installed and operational no later than six (6) months from the Effective Date, subject to Project Schedule Changes as provided in Section A(2.2) and the excusable delay provisions in Sections A(4.4) and AE below. The Project Schedule shall be subject to County Project Manager review and approval, and Project implementation shall commence only after County approval of the Project Schedule.
- 2.2. **Project Schedule Changes.** The Project Schedule may be adjusted throughout the Project upon mutual written agreement of the Parties, which may be provided via memorandum, e-mail, or some other mutually agreed-upon written method. If the Project Schedule is modified by the Parties, Contractor shall provide the County Project Manager with an updated Project Schedule reflecting the agreed-upon changes within five (5) business days of the mutual written agreement of changes.

## **3. Project management and Key Personnel**

- 3.1. Contractor shall provide staff with strong communication and coordination skills, who will operate, and maintain the Automated Speed Enforcement System program.
- 3.2. Contractor shall coordinate with various County Departments, including but not limited to Public Works and Police Department, at the State level, the New Mexico Department of Transportation, and at the Federal level Department of Energy (DOE), as applicable.
- 3.3. Contractor shall work with County in resolving citizen inquiries or complaints made concerning the use of Automated Speed Enforcement System technology, including access to Contractor's system for accepting in-person payments, should County opt to select in-person payments throughout the term of this Agreement.
- 3.4. Contractor shall assist County in establishing a clear written protocol to be approved by County for handling citizen complaints. Contractor shall track and document all contacts with the public.
- 3.5. Contractor shall provide a toll-free number to the public for citizen inquiries open for business between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday Mountain time (MT). Contractor shall establish staff and operate a customer service operation with trained customer service representatives (CSRs) to handle the call volumes and citizen questions about the Automated Speed Enforcement program or a particular traffic citation/violation.
- 3.6. Contractor shall provide adequate staffing to perform all Services required in this Agreement.
- 3.7. Contractor shall generate all out-going correspondence and provide detailed descriptions of each communication sent to violators, including violations and communications regarding amounts due for violations to County.

## **4. Site planning, selection, analysis, design, and installation**

- 4.1. Contractor shall install all hardware for the Automated Speed Enforcement System, including the traffic violation detection system in accordance with the County-approved

Project Schedule. Required hardware shall include, at a minimum, all computer interfaces, software, cameras, poles, violation detection system, wiring, and any necessary peripheral equipment to support a fully functional Automated Speed Enforcement System, day and night.

- 4.2. Contractor shall provide subject matter expertise and use best practices in the placement and installation of the Automated Speed Enforcement Systems.
- 4.3. County shall be responsible for the final site selections.
- 4.4. Contractor is responsible for all costs associated with the installation and maintenance of cameras, and peripheral equipment. Upon County approval, Contractor shall tie into existing County assets or infrastructure such as light poles, however, there may be locations where Contractor may be required to install standalone options to deploy cameras. County shall be responsible, at its cost and expense, for providing and maintaining all electrical power and utility access necessary for operation of the Automated Speed Enforcement System at each approved location, including any required utility coordination, service activation, metering, or electrical permitting. Any delays arising from the unavailability of power or utility service shall constitute an excusable delay to Contractor's performance schedule and obligations under this Agreement.
- 4.5. Contractor shall provide and install all Automated Speed Enforcement System related equipment needed to identify and photograph motor vehicles violating speed limits. Each camera shall monitor speed violations from a single approach and be able to capture multi-vehicles in multi-lanes simultaneously. Automated Speed Enforcement Systems equipment must be the most accurate and up-to-date technology available.
- 4.6. Contractor shall provide all signs to alert drivers to the presence of the Automated Speed Enforcement System. County shall be responsible for installing any signage.
- 4.7. Contractor shall provide and install the Automated Speed Enforcement System camera boxes, sensors, related wiring and any ancillary equipment necessary to make the Automated Speed Enforcement System operational. All Contractor's equipment, including the junction box, shall be marked with Contractor's name and emergency contact information. Installation of the Automated Speed Enforcement Systems shall be completed in accordance with the Project schedule agreed to by the Parties. Subject to section 4.4, Contractor shall pay for all permits required by DOE, NMDOT, or County for installation and maintenance of the Automated Speed Enforcement Systems.
- 4.8. Contractor shall install the Automated Speed Enforcement Systems, in accordance with the Project Schedule, and within one hundred twenty (120) days of approved written notification by County, unless otherwise agreed to by the Parties.
- 4.9. Contractor shall provide a fixed Automated Speed Enforcement System. For the purposes of this Agreement, assume there shall be no portable or mobile units.
- 4.10. Contractor shall provide a digital Automated Speed Enforcement System of sufficient quality to provide clear color images, for installation at each selected location.
- 4.11. Contractor's Automated Speed Enforcement System cameras shall be capable of operating effectively in all weather conditions including heat, cold, wet, and all times of day/night.
- 4.12. Contractor's Automated Speed Enforcement System shall include cameras that are fully automated with regard to set-up, settings, and focusing. Contractor's Automated Speed Enforcement System shall include one (1) camera to cover at least three (3) travel lanes, with the ability to identify up to two hundred fifty-six (256) objects at one time.
- 4.13. Contractor's Automated Speed Enforcement System shall include Automated Speed Enforcement System cameras that are capable of capturing the rear of vehicles whose drivers commit a speed violation. The camera must obtain a clear image of the rear of vehicles and the license plate. The camera must be able to capture at least three (3) color photographs per violation. The first photo must depict the vehicle operating

above the threshold set over the posted speed limit set by County. The second photograph must depict the vehicle continuing to operate at the set threshold over the posted speed limit at a location further down the road. The third photograph must depict a cropped view of the vehicle's license tag.

- 4.14. Images must be clearly discernible and visible to the naked eye, without the use of enhancement equipment to view the photograph of the vehicle in violation and shall capture all images in color at all times of day/night and under all weather conditions.
- 4.15. Contractor's Automated Speed Enforcement System shall be equipped with a computer interface and shall have sufficient computer support and associated equipment to record, document and track speed enforcement data for record keeping and adjudication purposes.
- 4.16. Contractor's Automated Speed Enforcement System shall be capable of gathering and producing to County daily/monthly location traffic information for statistical analysis to include speeds, speed violations, and traffic volume and associated averages. Traffic data must continue to be captured during periods when the camera is placed in a "quiet" mode or that setting where the Automated Speed Enforcement System is not in an enforcement mode.
- 4.17. County personnel must be able to review monthly reports and review/update violator account information online or within Contractor's violating processing system. The Automated Speed Enforcement System must allow County personnel to review all relevant account information.
- 4.18. Contractor shall provide to County monthly, quarterly, and yearly standardized written reports as well as reports summarizing and detailing the Automated Speed Enforcement System camera performance and financial reports, in addition to any other reports reasonably requested by County.

## **5. Equipment operations and maintenance**

- 5.1. Contractor's system shall include the ability for Automated Speed Enforcement System cameras to have or add on license plate readers (LPRs).
- 5.2. Contractor shall be responsible for changing and/or swapping batteries for Automated Speed Enforcement System camera units (if necessary).
- 5.3. Contractor shall maintain all Contractor-supplied equipment. Contractor shall conduct daily verifications of each site's operational status. Contractor shall immediately notify County of any camera or system malfunction, with such notification obligation being satisfied through County's access to Contractor's Computer Management Maintenance System (or similar system through which operational status and malfunction notifications are made available to County).
- 5.4. Any camera or system malfunction must be repaired or replaced by Contractor within forty-eight (48) hours of its discovery unless otherwise approved in writing by County. Time is of the essence for repair or replacement of the Automated Speed Enforcement System and cameras and any excessive downtime of the Automated Speed Enforcement System, or a camera shall have significant negative effects to the safety of the citizens of Los Alamos and County's ability to effectively manage the Automated Speed Enforcement ("ASE") program. For these reasons, for each hour exceeding the forty-eight (48) hour period allotted time for repair or replacement of inoperable equipment, Contractor shall pay County reasonable liquidated damages at the hourly rate of one hundred fifty dollars (\$150.00) per camera location at which inoperable equipment is located ("Liquidated Damages"). Liquidated Damages shall accrue hourly until the repair or replacement is completed and the equipment is functioning to the satisfaction of County and shall be provided to compensate County for losses it shall suffer in connection with the inoperable equipment that would otherwise be a critical element of County's

speed enforcement program. Any assessed Liquidated Damages shall be deducted from the next invoice submitted to County by Contractor, unless otherwise agreed to by the County.

- 5.4.1. Notwithstanding anything to the contrary in this Agreement, in no event shall the total amount of Liquidated Damages payable by Contractor during a calendar month exceed ten percent (10%) of its total monthly charges to County. For avoidance of doubt the Contractor's aggregate Liquidated Damages liability over the Term of the Agreement shall not exceed 10% of the total charges invoiced to County by the Contractor.
- 5.4.2. Contractor shall not be liable for Liquidated Damages for failing to meet the obligations in this Section 5.4 if such failure is the result of:
  - 5.4.2.1. Circumstances constituting a Force Majeure event as defined in Section Q. of this Agreement.
  - 5.4.2.2. Failure or refusal of County or other government bodies to issue a permit required for Contractor to perform its obligations in this Section 5.4.
  - 5.4.2.3. Any other cause that is beyond the reasonable control of Contractor, including inability to access Automated Speed Enforcement System and cameras, not resulting from Contractor's acts or omissions.
- 5.4.3. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to pay County Liquidated Damages during any period in which any undisputed invoice remains unpaid beyond the payment period set forth in Section C. Any obligation to accrue or pay Liquidated Damages shall be suspended unless and until all undisputed outstanding amounts are paid in full by County.
- 5.5. Contractor shall provide a quality assurance check at a minimum of one (1) time daily, or otherwise requested by County, on each Automated Speed Enforcement System camera seven (7) days a week. Contractor shall also provide routine preventive maintenance. Contractor must provide written system status reports upon request. Reports must include the maintenance performed, problems detected and out-of-service time for each unit. Reports must be made electronically to County and its designated representatives. These reports must be accurate and include all maintenance, repairs and replacements performed on all cameras. When the Automated Speed Enforcement System is found to be inoperable, Contractor must notify County immediately, with such notification obligation being satisfied through County's access to Contractor's Computer Management Maintenance System (or similar system through which operational status and malfunction notifications are made available to County).
- 5.6. Contractor shall conduct regular inspections of equipment, and poles (if installed by Contractor) related to the Automated Speed Enforcement System. The equipment shall be checked for damage, vandalism, structural integrity, and unauthorized posting of materials or graffiti. Repairs, cleaning and replacement of poles (if installed by Contractor) and equipment are to be done in adherence with the provisions of this Agreement. Unauthorized postings and graffiti shall be removed expeditiously, and costs shall be absorbed by Contractor.
- 5.7. Contractor shall conduct maintenance of each Automated Speed Enforcement System camera with minimal traffic lane obstruction. County reserves the right to limit the days, hours, and locations at which service vehicles may park to perform system maintenance. Contractor shall be responsible for obtaining any permits required for maintenance and repair of the Automated Speed Enforcement System cameras. The Parties shall reasonably cooperate and coordinate with one another, and with applicable government bodies, to facilitate maintenance and repair of the Automated Speed Enforcement System.

## **6. Training and support**

- 6.1. Contractor shall provide reasonable and necessary training in the operation of Automated Speed Enforcement program and Automated Speed Enforcement Systems to appropriate County staff. This training may include information on how the equipment operates, violation processing, or any other pertinent information related to the Automated Speed Enforcement Systems or the management of an Automated Speed Enforcement program. The content and timing of the training shall be mutually agreed to by the Contractor and the County.
- 6.2. The training must be conducted virtually via online meeting software or within County of Los Alamos at a site and time approved by County.
- 7. Expansion Capabilities.**
  - 7.1. Contractor's Automated Speed Enforcement System shall include the ability for Contractor to increase the number of Automated Speed Enforcement System camera.
  - 7.2. Contractor's system may include interoperability with other potential future automated enforcement systems or the ability to co-locate with other automated enforcement systems County may wish to implement in the future if it is legally permitted and if determined to be in the best interest of County. Other automated enforcement systems may include school zone enforcement, block the box, transit lane only, or others.
- 8. Violation data; Fine Notification preparation, processing services and payment processing; and customer service**
  - 8.1. Contractor's Automated Speed Enforcement System shall have the capacity to easily prepare, process, and mail Warning Notifications and Fine Notifications, as provided in the County's Automated Speed Enforcement Ordinance, and to track data, search, sort, and enter information related to violations. The system shall be capable of reviewing violation events, registered owner's name and address acquisition, Warning Notification and Fine Notification mailing, payment processing, hearings, customer service, and collections, all in accordance with County's Automated Speed Enforcement Ordinance. Contractor must strictly adhere to any and all timelines established by County concerning the processing of said violations and shall further abide by any and all local and state laws and regulations pertaining to the Automated Speed Enforcement System. County shall in consultation with Contractor determine a reasonable period of time for issuance of Warning Notifications for violations in advance of issuance of fines.
  - 8.2. Contractor's Automated Speed Enforcement System shall have the capacity to handle a high volume of speed violations.
  - 8.3. Contractor's database shall provide standard relational database functions to allow Contractor and County to easily enter, access, search, and sort the violator database by various parameters including, but not limited to:
    - 8.3.1. Date of violation
    - 8.3.2. A unique violation incident number
    - 8.3.3. Time of violation
    - 8.3.4. Location of violation
    - 8.3.5. Vehicle License plate number information
    - 8.3.6. Vehicle License plate – issuing state
    - 8.3.7. Registered owner of vehicle
    - 8.3.8. Date of notice
    - 8.3.9. Adjudication status
    - 8.3.10. Hearing date and time
  - 8.4. Contractor's Automated Speed Enforcement System shall accept all statistical data from Automated Speed Enforcement Systems used by County, regardless of camera type. The core system must contain all camera data and citation/violation processing data within a single point of access or single database.

- 8.5. Contractor's Automated Speed Enforcement System shall allow the Los Alamos Police Department (LAPD) to review and approve all violations, including the ability to log into Contractor's system. All Fine Notifications must be in accordance with County approved format.
- 8.6. Contractor shall provide the registered owner(s) of the vehicle with the option of identifying the driver of the vehicle at the time of the violation through a notarized Owner's Affidavit.
- 8.7. Contractor shall perform all associated administration and mailings related to the Automated Speed Enforcement System at no additional costs to County.
- 8.8. Contractor's Automated Speed Enforcement System shall include the ability for people that receive a Fine Notification to schedule an in-person hearing or virtual e-hearing.
- 8.9. Contractor's Automated Speed Enforcement System shall include the ability to accept payments for violations, at a minimum through a website, mail, phone, and accept different forms of payment.
- 8.10. Contractor shall use Remote Deposit Capture technology for payments made by checks.
- 8.11. Contractor's Automated Speed Enforcement System shall allow designated County staff to review reports and review/update violator account information online. The system must allow County authorized personnel to review all relevant account information to include, at a minimum:
  - 8.11.1. The vehicle license plate numbers
  - 8.11.2. The state of issuance for the vehicle license plate
  - 8.11.3. The vehicle license plate type
  - 8.11.4. Name and address of the registered vehicle owner
  - 8.11.5. The date of the violation event
  - 8.11.6. The time of the violation event
  - 8.11.7. The location of the violation event
  - 8.11.8. All three digitized images demonstrating the violation and vehicle license plate close-up
  - 8.11.9. Payment status: including date money was applied and if applicable, image of check or money order
  - 8.11.10. Hearing status
  - 8.11.11. Digitally imaged correspondence
  - 8.11.12. Standardized monthly reports (must have ability to review and print reports)
  - 8.11.13. Zooming capability in order to enhance image clarity
  - 8.11.14. Include in queue history tracking of incident to include date/time and individual who completed action
  - 8.11.15. All customer-related notes; any contact with customers must be documented
- 8.12. Contractor's Automated Speed Enforcement System shall show dates of each step of violation process and present status of incident.
- 8.13. Contractor's system shall allow designated County staff to track, query and export all information related to County's Automated Speed Enforcement program into a report format, including raw data, and at a minimum download violation images for printing or mailing and ability to suspend activity on accounts until further research is completed in special circumstances.
- 8.14. On all County-approved violations, Contractor shall provide personnel to view all digitally recorded images and enter event data, including:
  - 8.14.1. Vehicle registration plate number characters
  - 8.14.2. State of issuance for vehicle registration plate
  - 8.14.3. Vehicle registration plate type

- 8.14.4. Date of the violation event
- 8.14.5. Time of the violation event
- 8.14.6. Location of the violation event
- 8.14.7. Contractor's assigned reference number to be determined at the direction of County
- 8.14.8. Speed time
- 8.15. Contractor's personnel shall create a third image by cropping, scaling, and appropriately adjusting brightness, contrast, etc. to maximize the clarity of the registration plate.
- 8.16. Printed Fine Notifications shall state and contain the following information:
  - 8.16.1. Name of the registered owner or owners, or nominee;
  - 8.16.2. the effective date of the Fine Notification;
  - 8.16.3. the type of violation;
  - 8.16.4. the date, time and location of the violation;
  - 8.16.5. a picture of the violation;
  - 8.16.6. the license plate number of the vehicle;
  - 8.16.7. the name and identification of the issuing police officer;
  - 8.16.8. the amount of the fine, whether the fine is a first or subsequent offense;
  - 8.16.9. the response due date; and
  - 8.16.10. the address of the LAPD.
  - 8.16.11. the Fine Notification shall conspicuously and in bold face type state; **"Failure to pay this fine on time will lead to serious legal consequences and the assessment of the costs of collections including service of process fees, court costs, and reasonable attorney fees."**
  - 8.16.12. the Fine Notification shall include an owner's affidavit form.
  - 8.16.13. the Fine Notification shall contain a return envelope addressed to the LAPD.
  - 8.16.14. the Fine Notification shall inform the registered owner or the nominee of the right to request a hearing by so indicating in a space provided on the form and returning same to the LAPD
- 8.17. Contractor's Automated Speed Enforcement System shall provide all violations and Fine Notifications as a link for people to view in various languages at County's discretion, to include but may not be limited to English and Spanish languages.
- 8.18. Contractor shall mail law enforcement approved Fine Notifications with return envelope by first class mail to the registered owner(s) according to the address registered with the New Mexico Motor Vehicle Division (MVD) or to the address of the nominee according to the owner's affidavit. Contractor is responsible for administrative costs, including postage and mail delivery. Contractor shall be responsible for recording either manually or automatically proof of mailing and such information shall be available for processing and adjudication. All status and outcome updates regarding the mailing of the Fine Notification must be included in Contractor's incident tracking system. This information must also be made available for administrative hearings as evidentiary material.
- 8.19. Contractor shall provide County written statistical analysis of violations and related data at the request of County. The information generated shall be used by County to evaluate the performance of the Automated Speed Camera Enforcement program and to assess the success in achieving the goal of improved traffic safety at enforced locations by modification of driver behavior.
- 8.20. Fine Notifications shall only be issued for violations where the vehicle is operating over the set threshold above the speed limit . Contractor shall adhere to the County Ordinance and guidelines consistent with County policy.

- 8.21. Contractor's violation and information management software shall provide record keeping and tracking functions for all violations, from issuance through final disposition.
- 8.22. Contractor shall process all payments received, including payments made past the due date for the Automated Speed Enforcement program. Contractor shall handle all Automated Speed Enforcement violation payments electronically paid online, electronically paid by phone, and mailed into Contractor-owned USPS lockbox, and shall include the daily depositing and reconciliation of all receipts. Any change to fees for payments must be approved by County. County may accept in person cash payments at it's sole option throughout the term of this Agreement. No fees are to be applied to any customer who pays in cash. Contractor shall have a process for County staff to track and enter these payments into Contractor's system.
- 8.23. Contractor shall deposit into County's designated bank account, once each twenty-four (24) hours during normal banking days, and an amount equal to the gross receipts of the current day's revenue received. Payments deposited must be applied to Contractor's database every day and available for online review within twenty-four (24) hours of deposit/update.
- 8.24. Contractor shall provide procedures for handling payments received that require additional investigation and research. These procedures should include, but not be limited to:
- 8.24.1. Overpayments
  - 8.24.2. Unapplied payments
  - 8.24.3. Returned checks
- 8.25. Upon written notice to County, Contractor may charge a reasonable convenience fee for the electronic payment of an ASE fine, so long as the public has access to alternative payment methods that do not include a convenience fee charge. Any convenience fee charged by Contractor for the electronic payment of an ASE fine shall conform to all Federal, State and local laws, rules and regulations, and shall be reasonable and consistent with general industry standards.

## **9. Calibration and accuracy**

- 9.1. Contractor's Automated Speed Enforcement System shall have the ability and responsibility to calibrate to check for accuracy and functionality. Contractor shall provide certification that Automated Speed Enforcement Systems were operating properly at the time of a speed violation and provide a pass/fail report upon request of County.
- 9.2. Contractor's Automated Speed Enforcement System shall include the ability to complete remote downloads, verify certification, and shut down Automated Speed Enforcement Systems. Contractor shall maintain the correct calibration on all speed cameras.

## **10. Reporting, data analysis, data ownership**

- 10.1. Contractor shall provide to County a wide range of reports created by Contractor, including but not limited to the following topics:
- 10.1.1. Number of events
  - 10.1.2. Number of violations recorded
  - 10.1.3. Number of Fine Notifications
  - 10.1.4. Traffic volumes and violation by location
  - 10.1.5. Number of violations not resulting in Fine Notifications
  - 10.1.6. Breakdown of violations rejection categories and amounts
  - 10.1.7. Breakdown of violations by location
  - 10.1.8. Number of Fine Notifications prepared and mailed
  - 10.1.9. Number of dollar amounts of fines collected monthly and total to date
  - 10.1.10. Status of Fine Notifications issued (outstanding, paid, in collections status, etc.)
  - 10.1.11. Number of telephone calls, their resolution, wait time, etc.

- 10.1.12. Adjudication hearings scheduled and held
  - 10.1.13. Adjudication appointments scheduled
  - 10.1.14. Disposition of adjudication hearings / User information provided
  - 10.1.15. Equipment hours of service
  - 10.1.16. Camera maintenance status and downtime reasons
  - 10.1.17. Refund Report
  - 10.1.18. Funds collected and broken down per Automated Speed Enforcement System
- 10.2. Contractor shall provide database management and use a database and reporting system that allows for statistical analysis of violations and related data over time.
- 10.3. Contractor shall provide reporting on a monthly and annual basis. Some reporting may be required on a daily or weekly basis. The format of the reporting shall be at the discretion of County.
- 10.4. Contractor's Automated Speed Enforcement System shall include the ability to easily review, analyze, and track data to determine trends in the Automated Speed Enforcement Systems and to show that the Automated Speed Enforcement System is successful at reducing speeds.
- 10.5. County owns and has exclusive rights to the violation data ("County Data").
- 10.6. Contractor shall provide staff support to assist County in compiling necessary information for Inspection of Public Records Act (IPRA) requests in a timely manner.
11. Public Information, Education, and Publicity for the Program
- 11.1. If deemed necessary by County, Contractor shall have the ability to provide information in support of an ongoing public information campaign to improve public awareness of the speed safety camera program.
- 11.2. Contractor shall be required to assist County in providing material for its Automated Speed Enforcement informational website.
- 11.3. Contractor shall assist County in preparing responses and/or requested documentation as part of the New Mexico Inspection of Public Records Act (IPRA) requests.
- 11.4. Contractor shall not release, transfer, or sell any data or information regarding the Automated Speed Enforcement program without the prior written approval of County.
- 12. Expert witness testimony, other assistance, and court training**
- 12.1. Contractor shall provide adjudication support through training of LAPD staff to utilize the system to obtain documentation and prepare evidence files for scheduled hearings.. Evidence files must be submitted to the LAPD, or as otherwise designated by County, in electronic format, capable of being printed from the system at the hearing location. Evidence files shall consist of, at minimum:
- 12.1.1. Digital image of the first violation photograph
  - 12.1.2. Digital image of the second violation photograph
  - 12.1.3. Digital image of the license plate tag
  - 12.1.4. Field service technician log indicating the good working order of the Automated Speed Enforcement System at the time of the violation
  - 12.1.5. Additional information as required by County
  - 12.1.6. Any written correspondence received from the registered owner or nominee in hard copy or digital format
  - 12.1.7. Electronic verification of Fine Notification mailing
- 12.2. Contractor's system shall provide functionality for scheduling, hearings in the following formats:
- 12.2.1. In-Person
  - 12.2.2. Virtual (video)
  - 12.2.3. Paper (e-hearing)

- 12.3. Contractor's Automated Speed Enforcement System shall interface and export all required data to LAPD or as otherwise designated by County.
- 12.4. At County's request, Contractor must provide, at its own expense, witnesses as necessary to testify as to the accuracy, operations, and reliability of the Automated Speed Enforcement System's speed camera and related equipment for contested complaints. Upon County's request, Contractor shall be required to develop video or other materials to present relevant information at the hearing.
- 12.5. Contractor must implement a process to notify all of its operators and technicians of their required attendance at adjudication dates as required for successful prosecution.

### **13. Information Security**

- 13.1. Contractor's Automated Speed Enforcement System shall provide access to numerous County users without degradation of service. Within ten (10) business days from the Effective Date, County shall provide Contractor the list of authorized users. The Automated Speed Enforcement System shall allow multiple County users to simultaneously view a single violation, and shall include a security and audit function to enable the tracking of access, data entry, and amending of incidents.
- 13.2. Contractor shall submit for County approval any subcontractors or vendors to have access to the Automated Speed Enforcement System.
- 13.3. Contractor's Automated Speed Enforcement System shall reliably, accurately, and fairly capture speed violations. All images must be specific to speed camera enforcement.
- 13.4. Contractor's Automated Speed Enforcement System shall provide limited access to images. Tracking software is required to show and audit when and who accesses the Automated Speed Enforcement System. Contractor must notify County of the method by which access to the Automated Speed Enforcement System may be gained. Contractor's Automated Speed Enforcement System shall be available to all users approved by County.
- 13.5. Contractor shall be solely responsible for maintaining adequate security and cybersecurity systems in place to protect data in accordance with reasonable industry standards, including, but not limited to, data encryption and monitoring.

**SECTION B. TERM:** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date on which County issues the first Fine Notification generated by Automated Speed Enforcement System deployed under this Agreement (the "Enforcement Start Date"), unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to two (2) consecutive one (1)-year period(s), unless sooner terminated, as provided therein.

### **SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay compensation for performance of the Services over the Term of this Agreement, including any possible extensions, in an amount not to exceed TWO MILLION ONE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$2,132,676.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the compensation rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section C(1) herein, unless approved by amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein

must be authorized by an amendment to this Agreement. This provision shall not be construed to conflict with County's discretion to determine when Contractor's Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of all services, does not exceed the not-to-exceed amount of this Agreement or any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.

3. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.
4. **Monthly Fees.** Contractor shall be compensated at the rate of FIVE THOUSAND SEVENTY-SEVEN AND 80/100 DOLLARS (\$5,077.80) per camera per month, which amount does not include applicable NMGRT, beginning on the Enforcement Start Date.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. CONTRACTOR INTELLECTUAL PROPERTY:**

1. For purposes of this Agreement, "Contractor IP" means all intellectual property, and any derivation thereof, that is prepared, created, delivered, conceived or reduced to practice, in whole or in part, by Contractor: (i) prior to the Effective Date of the Agreement, or (ii) after the Effective Date of the Agreement, but outside the scope of the Agreement and in the normal course of Contractor's business for general use by clients. Contractor IP includes, but is not limited to, designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and

customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof.

2. Contractor shall retain all right, title and interest in and to all Contractor IP, and any modifications to Contractor IP will vest in Contractor upon creation. Nothing in this Agreement assigns or transfers to the County any right, title, or interest in Contractor IP.
3. Contractor grants to the County a revocable, non-exclusive, non-transferable, non-assignable, and non-sublicensable license, during the Agreement Term, to use Contractor IP required for the provision of Services under the Agreement as outlined in this Agreement. County may make copies of any user manuals for backup and archival purposes, which originals and any copies thereof shall be returned to Contractor upon expiration or termination of the Agreement.
4. The following restrictions of use apply to County's use of Contractor IP: County will not (i) reverse-engineer, decompile, or otherwise attempt to derive the source code for any Contractor IP; (ii) sell, rent, or lease Contractor IP, nor disassemble, alter, modify, assign, translate, adapt or make derivative works of Contractor IP; (iii) remove or destroy any proprietary markings or proprietary legends placed upon or contained within Contractor IP, products or software or any related materials or documentation; or (iv) sell, lease, rent, or transfer Contractor equipment to a competitor of Contractor, nor allow any unauthorized access to Contractor IP.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all direct losses or damages extending from claims brought by third parties that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, any records created in the ordinary course of business that indicate the date, time, and nature of the services rendered, unless earlier destruction of a record is mandated by applicable law. Upon termination or expiration of the Agreement, the County may request export of asset data, reports, and statistics, or separately, in accordance with applicable law, negotiate mutually agreeable hosting fees for ongoing maintenance of data. Contractor shall make available, for inspection by County, all business records, books of account, memoranda, and other documents pertaining specifically to County and the Services outlined in this Agreement, with the exception of Contractor IP, at any reasonable time upon request. Nothing in this provision is intended to grant the County access to Contractor's hosting or data processing facilities. Contractor shall comply with the requirements of the County Technology Standards, attached as Exhibit B.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

**SECTION M. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the

laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION O. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all direct claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including reasonable attorney's fees awarded by a court of competent jurisdiction, of any kind or nature extending from suits brought by third parties because of any injury or damage received or sustained by any person, persons or property, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the negligent act or omission, neglect, reckless or willful misconduct of the Contractor or Contractor's officers, employees, agents, representatives, and subcontractors in the performance of the Services under this Agreement. Contractor shall not be required to indemnify County against any such damages to the extent that they are occasioned by the acts or omissions of the County.

In no event shall the County or Contractor be liable under this contract for any indirect, incidental, consequential, punitive or other non-direct damages. Notwithstanding anything to the contrary and to the maximum extent permitted by law, in no event shall Contractor's aggregate liability under this Agreement exceed three times the average annual revenue under this Agreement.

**SECTION Q. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as, but not limited to, fire, theft, storm, war, government action or inaction that directly impacts the provision of Services outlined in this Agreement, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the party failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

**SECTION S. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION U. TERMINATION:**

1. **Generally.** The County Manager may terminate this Agreement without cause upon sixty (60) days' prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. In addition, the County will pay Contractor all unamortized, non-recurring, or unrecoverable costs (collectively, "Termination Costs") reasonably incurred and supported by written documentation by Contractor in connection with the Services, including, but not limited to, costs associated with construction, installation, and project-specific mobilization, to the extent such costs were incurred based on the reasonable expectation of full contract performance and cannot reasonably be repurposed or recovered by Contractor. In no case will Termination Costs exceed the equivalent of \$112,000.00 per camera system. Contractor will provide supporting documentation of such costs upon request of the County. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County any County Data held by Contractor pursuant to this Agreement.
2. **Termination for Cause.** If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, County has the right to terminate this Agreement if the Contractor fails to remedy the breach within thirty (30) days of receiving notice thereof. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of County, become County's property, and the Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by the Contractor, and County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due County from the Contractor is determined.
3. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION V. NOTICE:** Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered

or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Christopher Ross, Police  
Commander  
Incorporated County of Los Alamos  
2500 Trinity Drive, Suite A  
Los Alamos, New Mexico 87544  
E-mail:  
Christopher.ross@losalamosnm.gov

Contractor:

Kyle Tully, Legal Counsel  
Elovate, a division of Modaxo Traffic Management USA Inc.  
5265 Rockwell Dr. NE  
Cedar Rapids, IA 52402  
E-mail: kyle.tully@elovate.com

With a copy to:

County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544  
E-mail:  
~Attorney@losalamosnm.gov

**SECTION W. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Services described herein, and expresses the entire Agreement and understanding between the Parties with reference to said Services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

**SECTION X. NO IMPLIED WAIVERS:** The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit C. Contractor must submit this form with this Agreement, if applicable.

**SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION AB. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AC. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the Parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**SECTION AD. CONFIDENTIAL INFORMATION:** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit D. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**SECTION AE. GOVERNMENT DELAYS:** Contractor shall not be liable for any delay or failure in performance of its obligations under this Agreement to the extent caused by the delay, denial, revocation, or material change of any permit, license, or other governmental approval required for performance ("Government Delays"), except to the extent caused by Contractor's negligent acts or omissions.

If any Government Delay materially affects Contractor's performance, cost, or ability to perform, the parties shall promptly negotiate to amend the Agreement to address the impact and establish a revised schedule or compensation. If the parties are unable to agree on such amendments within forty-five (45) days, Contractor may suspend performance pending resolution. During any such suspension, Contractor shall not be deemed in default, and the parties shall equitably adjust the Agreement schedule and compensation to reflect the period and impact of suspension.

**SECTION AF. CHANGES IN LAW:** If a change in law or regulation or similar government action makes performance of the Agreement unlawful or alters a material term of the Agreement, either Party may request in writing that the Parties negotiate in good faith to amend the Agreement to address such change. If the parties are unable to agree to such amendments within a reasonable period not to exceed forty-five (45) days, either Party may terminate the Agreement on sixty (60) days' written notice, and the County shall pay Contractor for all work performed through the effective date of termination. In the event of such termination, the Parties shall negotiate in good faith to establish a mutually acceptable transition process and allocation of Termination Costs for the program as provided herein. County will pay the Contractor all unamortized, non-recurring, or unrecoverable costs reasonably incurred by Contractor in connection with additional cameras beyond the initial five (5) cameras, including, but not limited to, costs associated with engineering, design, procurement, construction, installation, and project-specific mobilization, only to the extent such costs were incurred based on the expectation of full contract performance and cannot reasonably be repurposed or recovered by Contractor. Contractor will provide reasonable documentation of such costs upon request by the County; in no case will Termination Costs exceed \$56,000.00 per camera system beyond the initial five (5) cameras.



**Exhibit A  
Compensation Rate Schedule  
AGR26-810**

<b><u>Description</u></b>	<b><u>Amount per Month upon installation and operation</u></b>
One (1) Operational Automated Speed Enforcement Unit	\$5,077.80

County anticipates five (5) operational Automated Speed Enforcement Units, however County reserves the right to add additional units throughout the Term of the Agreement consistent with Procurement and Appropriations laws. Should the addition of units lead to an increase in the Not to Exceed amount for Compensation stated in Section C of this Agreement, such increase to the not-to-exceed compensation amount must be authorized by an amendment to this Agreement.

**Exhibit B  
County Technology Standards  
AGR26-810**

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller henceforth in this document called “Operator”, for any County procurement requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents must provide documentation that they meet the requirements in respect to the solution that they are responding with. **On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.**

For each standard requirement in the table below, check “YES” to indicate compliance, “NO” to indicate non-compliance, or “N/A” to indicate that the requirement is not applicable. In the cell beneath each standard requirement, *briefly* describe *how* Offeror will comply or why a standard requirement is not applicable. If Offeror can comply, but not exactly in the way described in the standard, please describe the substantial equivalent offered or alternate method for conforming to the requirement.

Where other County policies or documents are referenced, County will provide these documents upon request.

	STANDARD REQUIREMENT	YES	NO	N/A
Server Operating system (OS) <b>(On-Premise)</b>	Microsoft (MS) Windows Server 2019 and above, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s).			
Server Hardware <b>(On-Premise)</b>	<b>Preferred:</b> Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred. Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor (standalone or virtual server) as determined by Los Alamos County IM Division. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.			X

Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s).			
<b>Network (On-Premise)</b>	Supported network protocol is TCP/IP. Standards based NIC rated at 100/1000/10G. Solutions shall be compatible with Cisco Network Technology.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s).			
<b>Wi-Fi (On-Premise &amp; Hosted)</b>	Supports current minimum Wi-Fi protocols.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s) and we do not allow Wi-Fi in our data center(s).			
<b>Remote Network Access (On-Premise)</b>	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s).			
<b>LAC Network Account Privilege (On-Premise &amp; Hosted)</b>	Desktop Client Software shall function for end users with standard user privileges; users cannot install software and shall not have administrative rights.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s) and we do not have desktops in this environment and access is strictly restricted to key IT personnel only.			
<b>Desk Hardware (On-Premise &amp; Hosted)</b>	Physical unit minimum hardware requirements consist of: Intel core i5 or higher based processor, minimum 16 GB RAM, integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports.	X		

	Support deployment onto Azure Virtual Desktop (AVD) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS), Google Cloud Platform or Oracle Cloud Infrastructure (OCI)			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s) and meets these requirements.			
<b>Desktop OS (On-Premise &amp; Hosted)</b>	Microsoft Windows 11 Enterprise at current Service Pack (SP).	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s) and meets these requirements.			
<b>Internet Browser (On-Premise &amp; Hosted)</b>	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s) and meets these requirements.			
<b>Database Software Products (On-Premise)</b>	Supported database software is Microsoft (MS) SQL server version 2019 and above. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft. <ul style="list-style-type: none"> <li>• Passwords are not permitted to be transported in clear/plain text.</li> <li>• Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA.</li> <li>• Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required.</li> <li>• Vendor software must use standard Access &amp; Connection architecture for accessing databases on the County MS-SQL Environment.</li> </ul>			X

	<ul style="list-style-type: none"> <li>Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor.</li> </ul>			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s).			
Intranet: Collaboration and Web Publishing <b>(On-Premise &amp; Hosted)</b>	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	This is a hosted solution; it does not integrate with customers SharePoint.			
Email <b>(On-Premise &amp; Hosted)</b>	<p>Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution.</p> <p>If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor and shall meet the County's encryption standard. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.</p>	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	We use proofpoint SMTP relay for our solutions.			
Geographic Information Standards (GIS) <b>(On-Premise &amp; Hosted)</b>	The County uses strictly ArcGIS products by ESRI for GIS. Supported versions are one iteration behind the latest ESRI-supported release.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard				

requirement is not applicable.				
<b>Mobile Devices (On-Premise &amp; Hosted)</b>	Supported mobile platforms are Windows, iOS/iPad OS, Android OS. Devices must support Intune enrollment and current county's compliance and security standards.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
<b>Security (On-Premise &amp; Hosted)</b>	Intranet devices must be capable with multi-factor authentication (MFA) using the County's current MFA systems. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.  Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution is a SaaS solution hosted in our data center(s).			
<b>Authentication (On-Premise &amp; Hosted)</b>	Enterprise-wide applications shall be capable of Microsoft Entra ID integration for user authentication and utilize County's MFA.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
<b>Encryption (On-Premise &amp; Hosted)</b>	SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection of both internal and external facing web applications.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

<b>Hosted/Cloud Based Services</b>	Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our primary data center is in Secaucus, NJ and the secondary is in Elk Grove Village, IL			
<b>Hosted/Cloud Based Services</b>	Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	We do not store LANL data			
<b>Hosted/Cloud Based Services</b>	Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in an industry standard format.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	The data captured at the camera is uploaded continuously. We can offer the County the ability to access the raw, unprocessed data when it is loaded into our CSP, which happens within 48 hours under normal circumstances.			
<b>Hosted/Cloud Based Services</b>	Data centers must have security measures in place, and available, to protect the system and its data. Backups shall meet county's current data backup guidelines and retention standards. Backups must reside within the United States.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
<b>Hosted/Cloud Based Services</b>	Solution must meet applicable statutory requirements/data security standards (ex. HIPAA, CJIS, PCI DSS...)	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	We have SOC2, PCI and NLETS (CJIS) audits conducted.			

requirement is not applicable.	
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**Exhibit C**  
**Campaign Contribution Disclosure Form**  
**AGR26-810**

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>			
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

	<b>CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
✓	<b>NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit D**  
**Confidential Information Disclosure Statement**  
**AGR26-810**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. **Statement Coordinator** – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	<b>Contractor</b>	<b>County</b>
<b>Name:</b>	Kyle Tully	Christopher Ross
<b>Title:</b>	Legal Counsel	Commander
<b>Address:</b>	5265 Rockwell Dr. NE	2500 Trinity Drive, Suite 8
<b>City/State/Zip:</b>	Cedar Rapids, Iowa 52402	Los Alamos, New Mexico 87544
<b>Email:</b>	kyle.tully@elovate.com	Christopher.ross@losalamosnm.gov

2. **Definitions:**

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential, or that would appear to be confidential or proprietary to a reasonable person given the nature of the information or circumstances of its disclosure.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. **Obligations** – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.