

## AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the date of final execution hereof and effective (the "Effective Date") concurrently with that certain agreement entered into between American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") and Howard County, Maryland (the "County") dated February 8, 2024 (the "Howard County Agreement"). This Agreement is entered into by and between the City of Hyattsville, a municipal corporation of the State of Maryland ("Municipality"), and American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility").

WHEREAS, Verra Mobility has entered into the Howard County Agreement which provides for Verra Mobility and its agents and subcontractors to provide certain systems and services related to the County's enforcement of traffic laws and ordinances, as further specified in the Howard County Agreement (collectively, the "Services"); and

WHEREAS, the Municipality and the County have entered into a Memorandum of Understanding ("MOU") regarding the operations and implementation of the Regional Automated Enforcement Center ("RAEC") Program; and

WHEREAS, the Municipality desires Verra Mobility to provide Services to the Municipality subject to the terms and conditions contained in the County Agreement and the provisions herein; and

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions contained in the Howard County Agreement and in this Agreement, the parties hereto agree as follows:

1. Services. The parties agree that Verra Mobility will provide the Services to the Municipality pursuant to the terms and conditions of the Howard County Agreement.
2. Pricing and Billing. Pricing and invoicing shall be as set forth in the Howard County Agreement.
3. Term and Termination. This Agreement shall begin on the Effective Date. This Agreement shall terminate concurrently with the termination of the Howard County Agreement or upon the termination or expiration of the MOU.
4. Incorporations. Verra Mobility agrees to provide to the Municipality all of the options, rights, protections, entitlements, and indemnities afforded to the County in the Howard County Agreement, with the exception of Howard County Code Section 4.122.
5. Notice. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified, return receipt, overnight carrier, or hand delivered to the following address and individual or such other address and/or such other individual a party may identify as a writing to the other party:

For the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For ATS:

American Traffic Solutions, Inc.  
1150 N. Alma School Rd.  
Mesa, AZ 85201  
Attn: Legal Department

6. Miscellaneous. This Agreement and any disputes relating thereto shall be governed under and construed according to the laws of the State of Maryland without regard to choice of law rules. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the parties have set forth their signatures below, intending to be legally bound.

AMERICAN TRAFFIC SOLUTIONS, INC.

HYATTSVILLE, MARYLAND

By: \_\_\_\_\_  
Name Date  
Title

By: \_\_\_\_\_  
City Administrator Date

ATTEST:

By: \_\_\_\_\_  
City Clerk Date