



## **Terms and Conditions of Automated License Plate Reader Permits:**

**Applicants must comply with all the following terms and conditions, as may be amended from time to time, for each Utility/Special Use Permit for Automated License Plate Reader (“ALPR”) Systems for freestanding installations within CDOT ROW. If the applicant fails to comply with the terms and conditions of this permit, this permit and any current permits issued to the undersigned applicant by CDOT shall terminate.**

All infrastructure consisting of the ALPR System that the applicant procures and affixes or installs within CDOT ROW shall be solely owned by the applicant, except the applicant shall not own any real property within the State Highway Rights-of-way (ROW). Applicants requesting permitting for an ALPR within CDOT ROW must be a Colorado law enforcement agency.

The applicant is responsible for all the following functions:

1. Include written approval from the Colorado State Patrol Investigative Services Section (CSP-ISS) that the ALPR System has been reviewed and approved in accordance with criteria applicable to CSP ALPR Evaluation and Checklist. A sample CSP Evaluation and Checklist is shown in Exhibit A.
2. Recognize and acknowledge that the ALPR System within CDOT ROW is to be used in an appropriate manner and only for bonafide public safety purposes, and that the ALPR System and data generated by the ALPR System is only used for official and legitimate law enforcement business.
3. Ensure that the ALPR System is free and clear of any and all debt including, but not limited to, materials, labor installation cost and any and all sub-contractors hired by the applicant and any and all other legal actions, claims, liens, etc. that might be levied against the ALPR System installed within CDOT ROW.
4. Shall be solely responsible to perform the work and pay for any and all costs to install and provide separately metered power to the ALPR System including all cost and coordination to have ALPR system inspected by a Master Electrician. If the applicant receives written approval from the applicable CDOT Region Traffic Engineer to utilize CDOT’s existing power infrastructure, CDOT shall be solely responsible for terminating the electrical power source for the ALPR system.
5. Provide to CDOT (“As-Constructed ALPR Plans”) within sixty (60) days following final acceptance of the ALPR System installed within CDOT ROW by the CDOT Inspector. The As-Constructed ALPR Plans shall be provided in the same electronic format as the ALPR Plans and in SHP file format.
6. Apply for and obtain the applicable CDOT Region Special Use Permit for Maintenance in order to perform maintenance activities on the ALPR System and comply with all applicable provisions, terms, and conditions of the applicable CDOT Region Maintenance Permit.
7. Ensure all maintenance activities are performed on the ALPR System with authorized vendor personnel including, but not limited to, upgrades, replacements, firmware, and software and other telecommunications solely at the applicant’s expense without seeking reimbursement from CDOT in any manner whatsoever, in accordance with the terms and conditions of the CDOT Region Special Use Permit for maintenance of the ALPR.
8. Shall be solely required to reimburse for any and all repair and replacement costs CDOT



incurs as a result of damages caused to CDOT infrastructure/ROW as a direct or proximate result of applicant's (including but not limited to applicant's representatives, agents, employees, and/or subcontractors) improper or careless affixing, installing, and/or maintaining the ALPR System within CDOT ROW. Applicant is strictly prohibited from repairing/replacing or attempting to repair/replace CDOT infrastructure damaged by applicant.

9. The applicant shall, with respect to any and all maintenance and repair activities performed on the ALPR System including any Applicant-owned lateral fiber cable within the State Highway ROW, restore the affected area, including but not limited to, landscaping, trees, sod, sprinkler systems and pathways, to the same or better condition as before. Failure by the applicant to comply with this provision shall provide basis for CDOT to recover from the applicant for all cost, fees, damages, as well as any and all other remedies that are afforded CDOT within this permit or by law.
10. Not impede or restrict in any manner whatsoever CDOT performance of maintenance to CDOT infrastructure, which CDOT may perform at any time and to the extent necessary as determined solely based on CDOT's discretion and authority.
11. Not impede, restrict or interfere with the functionality or maintenance in any manner whatsoever of any third-party devices installed within CDOT ROW, which third parties may perform at any time and to the extent necessary with written approval from CDOT.
12. The applicant's loss of use of CDOT infrastructure/ROW including electrical power allowed by CDOT to the ALPR System shall not entitle the applicant to any damages or loss from CDOT, in any manner whatsoever, for loss of use, which loss of use could be attributed, but not limited to, as a result of any maintenance or relocation of the CDOT infrastructure or any other unforeseen circumstance that may result in such loss of use.
13. Waive any and all claims applicant could have, in law or in equity, against CDOT should CDOT exercise its right, subject to and in accordance with the provisions, terms and conditions of this Permit, to terminate this Permit.
14. To ensure the ALPR system, and database management, are operational, functional and maintained compliant with the CSP Evaluation and Checklist, the applicant must provide annual reporting to the CSP-ISS. This reporting shall confirm the continued operation and use of the ALPR system by the applicant.
15. In the event the ALPR system is no longer operational or needed, the applicant shall immediately notify the CSP-ISS and CDOT to initiate removal. The applicant shall remove ALPRs that no longer have valid subscriptions, are life-cycled, inoperable, no longer used or otherwise supported by the applicant.

The Colorado Department of Transportation is responsible for the following functions:

1. Issue the CDOT Region Special Use Permit after receiving the applicant's properly completed application. Provided that no mitigating circumstances or other issues must be addressed, CDOT will issue a Special Use Permit within reasonable time frames.
2. Perform construction inspection activities related to installing the ALPR System within CDOT ROW, as deemed necessary and at CDOT's sole discretion, to ensure that the ALPR System is properly installed within CDOT ROW in accordance with approved ALPR Plans, any applicable state or federal electric codes such as the National Electric Code, and the most current version of CDOT's Standard Specifications for Road and Bridge Construction applicable at the time applicant applies for the requisite permit(s).



The following relocation provisions shall apply to the applicant's ALPR System affixed or installed on ITS/TRAFFIC infrastructure: Each Party recognizes that from time to time due to highway and/or transportation projects in the State Highway ROW, it may become necessary to relocate either a portion, or all, of the infrastructure installed within CDOT ROW. If such relocation becomes necessary for whatever reason, the applicant shall be solely responsible for all costs incurred to relocate the ALPR System and including any Applicant-owned lateral fiber cable within the State Highway ROW. Due to the vested interest that the applicant has in the ALPR System and including any Applicant-owned lateral fiber cable within the State Highway ROW, CDOT shall use commercially reasonable efforts to give the applicant notice of relocation as soon as CDOT becomes aware of such relocation. Also, CDOT shall give the applicant an official notice that identifies the schedule at least sixty (60) days prior to the commencement of such relocation project. Unless otherwise agreed to in writing, the owner must relocate the ALPR facility and/or resolve the conflict with the CDOT construction project at least 30 days prior to CDOT project advertisement.

**Applicant Agency:**

**Agency Representative Name:**

**Title:**

**Email:**

**Phone:**

**ALPR Vendor Name:**

**Vendor Representative:**

**ALPR Make:**

**ALPR Model:**

**Requested ALPR Location:**

**Latitude:**

**Longitude:**

\_\_\_\_\_ I have read, reviewed and understand CDOT's Terms and Conditions for Automated License Plate Readers ("Terms and Conditions") in their entirety and expressly agree to fully comply with all Terms and Conditions.