



CONTRACTS & AGREEMENTS

ECM INDEX DATA

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File Location

AMERICAN TRAFFIC SOLUTIONS, INC. DBA VERRA MC

Vendor Name

Document Type:

Contract

New

Vendor Name:

AMERICAN TRAFFIC SOLUTIONS, INC. DBA VERRA MC

PO# Location:

2550032_000

Effect Date:

02/25/2025

Term Date:

01/31/2030

CR#:

82456

Related CR#:

Ordinance:

Resolution:

10468

Leg Date:

02/11/2025

Vendor #:

136765

Description:

PHOTO ENFORCEMENT SERVICES AGREEMENT
PO 2550032-000

Notes:

PHOTO ENFORCEMENT SERVICES AGREEMENT:

This Photo Enforcement Services Agreement includes the attached Exhibits ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") and the City of Bellevue, Washington ("Customer").

WHEREAS, Customer desires to continue its existing photo enforcement program to enforce traffic violations (the "Program") in accordance with RCW 46.63.170 and BCC 11.49; RCW 46.61.055 (or as recodified) Failure to stop at a red light and RCW 46.61.440 (or as recodified) speeding in a school zone.

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Back-office System "BOS", including certain knowledge, equipment, licenses, and the processes for processing Events;

WHEREAS, Customer selected Verra Mobility to provide services to carry on the Customer's Program;

WHEREAS, Customer desires to use the Camera Systems together with the BOS to monitor and enforce traffic Violations and to issue Citations for traffic Violations as part of its Program;

WHEREAS, Verra Mobility acknowledges that Customer has an existing Interlocal Agreement For Provision of District Court Services Between King County and The City of Bellevue (District Court Interlocal Agreement) that provides in part that duties imposed by "General Rules (GR) 29 – Presiding Judge in Superior Court, District and Limited Jurisdiction Court" are non-delegable as provided therein;

WHEREAS, Customer has determined that it has the authority to enter into this Agreement in compliance with the laws, regulations, and policies applicable to it, including procurement laws, regulations, and policies.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. This Agreement is effective on the date of execution by the last signatory to this cover page ("Effective Date").

ACKNOWLEDGED AND AGREED TO BY:

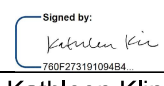
AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF BELLEVUE

By:  2/4/2025
Name: John Baldwin Date
Title: Executive Vice President

By:  2/25/2025
Name: Wendell Shirley Date
Title: Chief of Police

ATTEST:

By: 
Name: Kathleen Kline
Title: Assistant City Attorney

I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach”: One (1) direction of travel on a road including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed upon the mutual agreement of the parties.

“Back-Office System” or “BOS”: The proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

“Business Hours”: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

“Business Rules”: The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

“Camera System” or “Camera”: A photo-traffic monitoring device consisting of one (1) rear camera, strobe (if applicable), and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation, which records such data with one (1) or more images of such vehicle. **“Camera System”** may refer to either a Red Light Safety Camera System or a Fixed Speed Safety Camera System, depending on the context.

“Change Order Notice”: Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

“Change Order Proposal”: A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

“Citation”: A citation, notice of violation, notice of infraction, notice of liability or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in the BOS.

“Designated Safety Zone”: A designated safety zone in which a Camera System may be installed or deployed.

“Event”: A potential Violation captured by the Camera System.

“Fees”: The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in **EXHIBIT A**.

“Fixed Speed Safety Camera System”: A Camera System that uses radar, or other vehicle detection technology, to capture the speed of a motor vehicle and generates recorded images of a Event and is installed on a mutually agreed upon Approach.

“Laws”: All federal, state, or local, laws, ordinances, regulations, and orders.

“Notice to Proceed”: Written confirmation from Customer that Verra Mobility may proceed with the installation or deployment of a given Camera System, a form of which is attached as **EXHIBIT C**.

“Owner”: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

“Paid Citation”: A situation where the Person cited has paid any portion of the penalty, fine, funds, fees or costs associated with the particular Citation.

“Person” or ***“Persons”***: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Photo Enforcement Infrastructure”: The poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

“Project Time Line”: The initial schedule and timelines required to begin the implementation of Customer’s project, as mutually agreed upon by the parties. The initial project timeline will be prepared assuming the active cooperation and engagement of the Program stakeholders set forth in Section 2.1.1 of **EXHIBIT B**.

“Red Light Safety Camera System”: A Camera System that uses vehicle detection technology to capture a vehicle traversing a red light traffic signal and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

“System”: A Camera System and the related Photo Enforcement Infrastructure.

“Violation”: A failure to obey an applicable traffic law or regulation related to a failure to obey a traffic signal or related to operating a motor vehicle in excess of the posted speed limit, as determined in Customer’s sole discretion.

II. GENERAL TERMS AND CONDITIONS

1. VERRA MOBILITY AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 1.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 2.

3. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years beginning on the first day of the month following the first-issued Citation from the last Camera System that is upgraded or newly installed pursuant to the last Notice to Proceed delivered by Customer to Verra Mobility or if no Camera System is upgraded or newly installed the term is five (5) years from the Effective Date of this Agreement. This Agreement may be extended for two additional two (2) year term upon the Customer’s request. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

4. FEES AND PAYMENT:

- 4.1 Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1.
- 4.2 Invoices shall be in standard Verra Mobility format and provided electronically. Invoices must show a breakdown of services provided and price for each. Only designated customer staff may place work order(s). Invoices must specify the name and phone number of the customer who placed the order.
- 4.3 Customer shall pay all undisputed Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of Customer’s receipt of the submitted invoice. Consecutive late

payments of two (2) or more undisputed invoices may be considered a material breach of the Agreement.

- 4.4 All records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the Customer for a period of three (3) years after final payment. Copies shall be made available to the Customer upon request.
- 4.5 Verra Mobility's Fees will be fixed through the end of 2026; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Consumer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group. If the CPI-U exceeds 3%, or if changes to Verra Mobility's fees otherwise results in a significant increase to the original fees provided in Exhibit A, as determined by the Customer, a formal amendment may be necessary.

5. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the BOS. Verra Mobility reserves the right to assess a fee for such services if Customer could retrieve the information from the BOS without the assistance of Verra Mobility. Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. For any non-Customer requests for information, Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner to Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

6. CONFIDENTIALITY:

No information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential by marking such records as "proprietary" or "confidential," Customer shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure. Verra Mobility will fully cooperate with Customer in identifying and assembling responsive records in case of any public records request. If Verra Mobility does not obtain and serve a protective order within the time allotted, or other confidential treatment is not obtained, or if Verra Mobility waives its rights under this paragraph, it will be deemed to have authorized release of the record(s). Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure. Customer is not obligated or liable to Verra Mobility for any records that Customer releases in compliance with this section or in compliance with the order of a court of competent jurisdiction providing that the Customer has given Verra Mobility written notice and the opportunity to obtain and serve a protective order as provided in this section. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

Verra Mobility shall not use any information acquired with respect to any violations or the Customer's law enforcement activities for any purpose other than for providing photo enforcement services pursuant to this Agreement.

7. PROPRIETARY RIGHTS:

- 7.1 Back Office: Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS, even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the Customer. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire". During the term of our Agreement with Customer, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of Customer performing its obligations under this Agreement.
- 7.2 Systems: Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems. On and as of the date of termination of this Agreement, Customer shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure.
- 7.3 Data Use: Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the BOS. Furthermore, Verra Mobility has the right to use non-personalized and aggregated Program data as it relates to Violations from the Customer's Program for business purposes, analytics, statistical analysis, and to perform analyses which would further the Customer's Program. Verra Mobility shall not use any information acquired pursuant to this Agreement with respect to the Customer's law enforcement activities for any purpose other than the services contracted for herein.
- 7.4 Public Disclosure: Verra Mobility Corporation, the ultimate parent company in the corporate family, is a public company registered with the U.S. Securities and Exchange Commission (SEC) with shares of its common stock listed on the NASDAQ. Nothing in this Agreement shall be construed to limit Verra Mobility's or Verra Mobility Corporation's ability to comply with our disclosure obligations as interpreted by our attorneys and accountants under applicable, laws, rules, and regulations of the SEC or the NASDAQ.

8. INDEMNIFICATION AND LIABILITY:

- 8.1 Indemnification by Verra Mobility. Verra Mobility agrees to indemnify Customer and its managers, officers, directors, employees, agents, representatives and successors (individually, a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party. Verra Mobility also agrees to protect, indemnify, defend, and hold harmless Customer Parties against any claim or legal action (whether or not such claim or action is frivolous) brought by a third party arising out of a claim of infringement of patent, copyrights, or other intellectual property rights, or misappropriation of trade secrets, in connection with the use) of the BOS (including third party software incorporated into the licensed software by Verra Mobility and updates) by Customer or in connection with the use of the BOS.
- 8.2 Indemnification by Customer. Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to the gross negligence of, willful misconduct of, or material breach of this Agreement by the Customer

which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (a) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement.

- 8.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 8.4 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of \$1,000,000 or the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement.

9. INSURANCE:

Verra Mobility shall maintain for the duration of this Agreement the following minimum scope and limits of insurance:

- 9.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
- 9.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 9.3 Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 9.4 Customer, its officials, employees, shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement. Commercial general liability policies will additionally provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Customer.
- 9.5 Certificates showing Verra Mobility is carrying the above-described insurance shall be furnished to Customer. Such certificates must be received and approved by the Customer prior to execution of this Agreement.
- 9.6 Verra Mobility shall notify Customer of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Customer shall maintain the following minimum scope and limits of insurance:

- 9.7 Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability.

- 9.8 Worker's Compensation coverage as required by applicable state law and Employer's Liability Insurance.
- 9.9 Business Automobile Liability Insurance coverage for automobiles and all installed equipment, on any automobiles driven by Customer employees or contractors, including the Mobile Speed Safety Camera Systems. Coverage will include liability and collision damage and shall provide 100% coverage.
- 9.10 As Customer is self-insured, the Customer will maintain coverages sufficient to cover any liability specified above that may arise from the performance of this Agreement and show evidence of such. If Verra Mobility determines Customer fails to meet the above insurance requirements, it will notify Customer and Customer will promptly correct any deficiencies within 30 days. If the Customer fails to correct the deficiencies, Verra Mobility reserves the right to procure such insurance on behalf of the Customer. Verra Mobility has the option to bill the Customer for the cost of the insurance until Customer obtains the required insurance coverage.

10. [RESERVED]

11. LIMITED WARRANTY:

Verra Mobility warrants that all materials, equipment, and/or services provided under this Agreement shall meet industry standards, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Customer shall not alter or affect the obligations of Verra Mobility or the rights of Customer. Verra Mobility shall be responsible for correcting any deficiencies in a timely manner and for completing the work as described in this Agreement.

12. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Washington.

13. DISPUTE RESOLUTION:

- 13.1 All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both parties. Following thirty (30) days of unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.
- 13.2 Failing resolution through negotiation or mediation, Verra Mobility irrevocably consents to the exclusive personal jurisdiction and venue of the federal or state courts located in King County Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

14. CHANGE ORDERS:

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility's receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the

time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement. Pursuant to General Provisions, Article 21 (Change Orders and Amendments). Any failure of the parties to reach agreement with respect to any foregoing as a result of any proposed changes will not be deemed to be a breach of this Agreement.

15. TERMINATION:

15.1 This Agreement may be terminated in any of the following ways:

- (i) By mutual written consent of the parties.
- (i) Termination at the end of contract term as provided in Paragraph 3 above.
- (ii) For external cause interfering with performance by either party in the event that state legislation, a decision by a court of competent jurisdiction, or other change in state law or circumstances materially interferes with the terms of this Agreement or the ability of a party to perform its obligations under the terms of this Agreement. In any termination for external cause, Verra Mobility shall retain an amount of revenue collected from the program sufficient to cover its costs in excess of fees paid to date, except said retention shall not apply to any other retention under this section.
- (iii) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.
 - a) Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.
 - b) Termination under this Subsection for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.

15.2 In the event the Customer terminates this Agreement for convenience prior to the end of its term, Customer shall pay Verra Mobility an early termination fee based on an amount of \$90,000 per Red Light Safety Camera System or per Fixed Speed Safety Camera System amortized over sixty (60) months on a straight-line basis.

15.2.1 Customer recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed.

15.3 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) Customer shall cease using the Camera Systems to capture Events.

- (ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly Fee per Camera System consistent with this Agreement as if the Agreement were still in effect. After such ninety (90) day period, Verra Mobility will terminate all use of the BOS for Customer's Program and upon such termination, the BOS, including Verra Mobility provided website accessible by Owners/violators.
- (iii) Except as provided for in Section 15.3(iv) related to the Photo Enforcement Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) Upon Customer's request or if otherwise required by Law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove the Photo Enforcement Infrastructure Verra Mobility installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per Approach) plus an additional 20% service fee (the "Removal Fee"). As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Photo Enforcement Infrastructure shall not be required to be removed, and Customer shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Photo Enforcement Infrastructure.

15.4 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

16. LIMITED AGENCY:

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and shall cause the applicable law enforcement agency to grant Verra Mobility the authority to act as a limited agent of the law enforcement agency, for the purposes of (i) access to DMV records; and (ii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

17. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement, provided that, in no event shall the existence of a subcontract release or reduce the liability of Verra Mobility to Customer for any breach in the performance of Verra Mobility's duties. Verra Mobility agrees to hold Customer harmless hereunder for any loss or damage of any kind, including attorneys' fees, occasioned by the acts or omissions of Verra Mobility's subcontractors, their agents, or employees. Customer reserves the right to reject any subcontractor. Verra Mobility shall be responsible for coordinating any response to disputes or issues, and shall use commercially reasonable efforts to ensure that any such dispute or issue is resolved to Customer's satisfaction..

18. DATA RETENTION:

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on **EXHIBIT E** during the term of this Agreement. Customer represents and warrants to Verra Mobility that

the data retention schedule provided by Customer complies with the laws applicable to Customer. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on **EXHIBIT E**), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to Customer with respect to such data. Customer acknowledges that DMV data source providers may require Customer to enter into licensing agreements with the DMV data source providers in order for Customer to have continued access to certain registered owner information after the termination of this Agreement.

19. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

20. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, supply-chain disruptions or governmental authorities approval delays which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay. For the avoidance of doubt, road construction is not an event of Force Majeure on behalf of the Customer. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

21. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, overnight delivery service (e.g. Federal Express), electronic mail (email), or by certified mail to the parties at the following addresses:

City of Bellevue
450 – 110th Avenue NE
Bellevue, WA 98004
Attn: Beverly Ni
bni@bellevuewa.gov

American Traffic Solutions, Inc.
1150 North Alma School Road
Mesa, Arizona 85201
Attn: Government Solutions Legal Department

22. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein. Provided, however, at Customer's sole discretion, nothing herein shall limit Customer's right to terminate as provided under Paragraph 15 of this Agreement.

23. AMENDMENTS TO THE AGREEMENT:

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

24. INTEGRATION:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

25. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, 20, 21, 22 and this Section 25.

26. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties.

27. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a "Vendor"). During any pilot pursuant to this Section 27, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems ("Customer Feedback"). All data, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot system in connection with any pilot shall remain the property of Verra Mobility (the "Pilot Data"). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 10, 11, 12, 13, 17, 20, 21, 22 and this Section 27, shall not apply to any such pilot.

28. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

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EXHIBIT A
SERVICE FEE SCHEDULE

1.0 Description of Pricing

Fees are based on per camera and are as follows:

Product Description	Fee
<p>Fixed Speed Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed or upgraded through a notice to proceed. Fee includes up to 4-lane site and up to 400 issued Citations per month per Camera System. Fee is \$5.00 per Citation issued above 400 per month per Camera System.</p> <p>*Monthly fee is payable each month through the calendar year, including summer break months.</p>	<p>\$4750 Fixed Fee per Month per Camera System*</p>
<p>Red Light Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed or upgraded through a notice to proceed. Fee includes up to 4-lane site and up to 400 issued Citations per month per Camera System. Fee is \$5.00 per Citation issued above 400 per month per Camera System.</p>	<p>\$3750 Fixed Fee per Month per Camera System</p>
<p>Subsequent Notices Mailing Fee – For any additional notices sent by first class mail required by the Customer or required by Law in excess of the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B, Verra Mobility will charge the Customer a Subsequent Notices Mailing Fee.</p>	<p>\$2.00 per page per notice</p>
<p>Video Retrieval Fee: Verra Mobility shall retrieve up to one (1) video per week at no cost to Customer.</p>	<p>For all additional video retrievals, the fee is \$10.00 each.</p>
<p>Service Fees: All service Fees per Camera System above includes all costs required and associated with a Camera System installation, routine maintenance, use of BOS for back-office operations and reporting, Event processing services, DMV records access, the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B, call center support for general Program questions and public awareness Program support. Any required certified mail, or other special mailing, is not included and the fee is extra and will be billed per unit as published by the US Postal Service.</p>	
<p>Verra Mobility's monthly fee includes postage for the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B. Certified mail or other mailings is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per unit per page service charge.</p>	
<p>Verra Mobility's Fee anticipate a standard BOS configuration and a standard suite of notices as described in Subsection 1.2.3 of EXHIBIT B. For configuration or Program customization work in excess of [5] hours, Verra Mobility shall provide Customer with an hours estimate and, upon approval by Customer for the work, shall invoice Customer \$200 per hour for such additional configuration or Program customization.</p>	

American Traffic Solutions - Verra Mobility
2/2025 to 1/2030

Contract Cost Estimate for monthly Camera Fees ONLY \$ 2,290,592

	2025												Total
	January	February	March	April	May	June	July	August	September	October	November	December	
WB NE 8th @ 143rd (Stevenson Elementary)													\$ 52,250
WB SE 8th @ 143rd Pl (Lake Hills Elementary)		\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 52,250
NB 148th @ Bel-Red Road		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 41,250
SB 148th @ Bel-Red Road		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 41,250
SB 148th @ Main Street		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 41,250
EB NE 8th @ 112th Ave NE		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 41,250
WB NE 8th @ 112th Ave NE		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 41,250
WB NE 8th @ 116th Ave NE		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 41,250
SB West Lake Sammamish Parkway (Sunset Elementary)		\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 52,250
	\$ -	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 404,250

	2026												Total
	January	February	March	April	May	June	July	August	September	October	November	December	
WB NE 8th @ 143rd (Stevenson Elementary)		\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 57,000
WB SE 8th @ 143rd Pl (Lake Hills Elementary)		\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 57,000
NB 148th @ Bel-Red Road		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 45,000
SB 148th @ Bel-Red Road		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 45,000
SB 148th @ Main Street		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 45,000
EB NE 8th @ 112th Ave NE		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 45,000
WB NE 8th @ 112th Ave NE		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 45,000
WB NE 8th @ 116th Ave NE		\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 45,000
SB West Lake Sammamish Parkway (Sunset Elementary)		\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ 57,000
	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 36,750	\$ 441,000

	2027												Total
	January	February	March	April	May	June	July	August	September	October	November	December	
WB NE 8th @ 143rd (Stevenson Elementary)		\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 58,710
WB SE 8th @ 143rd Pl (Lake Hills Elementary)		\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 58,710
NB 148th @ Bel-Red Road		\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 46,350
SB 148th @ Bel-Red Road		\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 46,350
SB 148th @ Main Street		\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 46,350
EB NE 8th @ 112th Ave NE		\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 46,350
WB NE 8th @ 112th Ave NE		\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 46,350
WB NE 8th @ 116th Ave NE		\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 3,863	\$ 46,350
SB West Lake Sammamish Parkway (Sunset Elementary)		\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 4,893	\$ 58,710
	\$ 37,853	\$ 37,853	\$ 37,853	\$ 37,853	\$ 37,853	\$ 37,853	\$ 37,853	\$ 37,853	\$ 37,853	\$ 37,853	\$ 37,853	\$ 37,853	\$ 454,230

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EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled “Customer Scope of Work”. Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.
- 1.1.2 Customer and Verra Mobility will complete the Project Time Line within sixty (60) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Verra Mobility will install or deploy Camera System(s) at a number of Designated Safety Zones to be mutually agreed upon between Verra Mobility and Customer as reflected in a written Notice to Proceed. In addition to any initial Designated Safety Zones the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.
- 1.1.4 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer licensed to perform engineering services in the state where the Camera Systems will be installed.
- 1.1.5 Verra Mobility shall not be responsible for, nor shall it perform, any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.
- 1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law, such as in school zones.
- 1.1.7 If the Customer desires, Verra Mobility’s Marketing Department will assist Customer with public information content and outreach campaign strategies (**“Public Safety Campaign”**)
- 1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.9 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1** Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2** If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days, Customer shall be responsible for the normal monthly Fee.
- 1.2.3** Verra Mobility shall provide Customer with access to the BOS, including image processing, and printing and mailing of up to six (6) letters/ notices in support of Citation issuance and escalation. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.
- 1.2.4** Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.
- 1.2.5** Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6** Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.
- 1.2.7** Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.
- 1.2.8** The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.
- 1.2.9** During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a Customer provided local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.
- 1.2.10** In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and Customer shall bear the cost of repair equally

with Customer reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, Customer negligence, etc. Customer shall reimburse Verra Mobility for the cost of repair.

- 1.2.11** Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1** Unless previously provided, or otherwise captured within the Customer's existing Business Rules, upon request Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:
- A project manager with authority to coordinate Customer responsibilities under this Agreement;
 - Court manager responsible for oversight of all Court-related program requirements;
 - The police contact;
 - The court contact;
 - The person responsible for overseeing payments by violators (might be court);
 - The prosecuting attorney;
 - The Customer attorney;
 - The finance contact (who receives the invoices and will be in charge of reconciliation);
 - The IT person for the police;
 - The IT person for the courts;
 - The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - Court manager responsible for oversight of all Court-related program requirements.
- 2.1.2** For any new Camera Systems, Customer and Verra Mobility shall complete the Project Time Line within sixty (60) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.
- 2.1.3** As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Except as outlined in Section 1.2.6, Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.
- 2.1.4** Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In order to access certain

state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, Customer shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, accessible to Verra Mobility at no cost, additional fees will apply.

- 2.1.5 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of Customer's Program with applicable laws. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.
- 2.1.6 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law and, if applicable, Customer's Business Rules have been updated by Customer. In the event of a change in Law, excluding a change in Customer's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.
- 2.1.7 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.
- 2.1.8 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.9 Customer will comply with all applicable Laws relating to its conduct with respect to the Program. Customer shall not use the Camera Systems, the BOS, or the data captured by the Camera Systems or provided by NLETS or DMV data source providers for any purpose not permitted by Law.
- 2.1.10 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service at the next available enforcement period or as otherwise mutually agreed to by the Parties.
- 2.1.11 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.
- 2.1.12 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

- 2.1.13 Customer shall be responsible for any reporting obligations that it has to any state or other regulatory body with respect to its operation of the Program or the payment of Citations.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 All Fixed Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Fixed Camera System after initial installation, Customer shall pay for the total cost to relocate the System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of \$2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while Camera System is deactivated Customer may instead elect through a Change Order, or other written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.
- 2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.
- 2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage in compliance with applicable Laws. Customer is responsible for determining the placement/location of signs in compliance with applicable Laws.
- 2.2.5 Customer understands that proper operation of the Red Light Camera Systems requires access to traffic signal phase connections. Customer, therefore, shall provide access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by Customer.
- 2.2.6 Customer understands that proper operation of the Red Light Camera System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture if required for the proper operation of the System.
- 2.2.7 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. Verra Mobility may agree to cover these upfront costs and separately bill Customer through the monthly invoice over a period not to exceed one year. If existing power sources are not immediately available, Customer will allow Verra Mobility to use temporary power until the

existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.

- 2.2.8 Customer, or any department of Customer, may, but is not obligated to, waive fees to be assessed against Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.
- 2.2.9 Customer shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.
- 2.2.10 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.11 Customer shall be responsible for the performance of any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

2.3 COURTS OPERATIONS

- 2.3.1 Customer is responsible for the prosecution and adjudication of Citations in accordance with all applicable Laws.
- 2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.3.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.
- 2.3.4 Verra Mobility shall provide Customer with access to its online BOS adjudication processing module which will enable the adjudication function to review cases, related images, and other related information required to adjudicate disputed Citations. If instead of using the online adjudication processing module in the BOS, Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Verra Mobility shall provide a price proposal to Customer for the development of any such court interface.
- 2.3.5 Customer is responsible for entering all final dispositions of Citations including all payments of Citations into the BOS, either directly through the online adjudication processing module or through the court interface.

EXHIBIT C **FORM OF NOTICE TO PROCEED**

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and City of Bellevue (“Customer”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

CITY OF BELLEVUE

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: _____ Date _____
Title: _____

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

[DATE]

Frank L. Minice, Executive Director/CEO
National Law Enforcement Telecommunications System, Inc. (NLETS)
1918 W. Whispering Wind Drive
Phoenix, AZ 85085

Dear Mr. Minice:

Re: Authorization for ORI Code:

The City of Bellevue, Washington authorizes American Traffic Solutions, Inc. dba. Verra Mobility to use the City of Bellevue, Washington ORI ----- for the limited purpose of obtaining vehicle registration information through NLETS.

This letter acknowledges that a contract to perform automated enforcement between the City of Bellevue, Washington and American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) is in force. As a requirement of and in performance of that contract between the City of Bellevue, Washington and Verra Mobility, it will be necessary for Verra Mobility to access Nlets for motor vehicle data on our agency’s behalf.

This program will operate within the Axis environment under partner ORI AZNlets97.

Please accept this letter as authorization from the City of Bellevue, Washington for Verra Mobility to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between City of Bellevue, Washington and Verra Mobility; and such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the City of Bellevue, Washington.

SUBSCRIBER INFORMATION

Subscriber Agency/Name	_____
Nlets Agency ORI	_____
Name/Title of Authorized Representative	_____
Mailing Address	_____ _____ _____
Telephone	_____
Fax	_____
Email	_____
Signature of Authorized Representative	_____
Date Signed	_____ _____ _____

EXHIBIT E
RETENTION SCHEDULE***

[This schedule to be completed by Customer in conformity with their applicable state and local law prior to execution of the Agreement.]

Type of Record	Minimum Verra Mobility Retention Period
Violation Images* (including video clips and related metadata)	3 years from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	60 days from Event capture date
Warning Notice Images (including video clips and related metadata)	3 years from issuance date
Individually Identifiable Violation Records*	3 years from payment or final adjudication
Individually Identifiable Non-Violation Records**	60 days from Event capture date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	1 year from date of correspondence
Camera System Calibration/Certification Records	Year-end plus 4 years
Maintenance Records	Year-end plus 4 years.
Other Program Records	3 years from termination of the Agreement

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

*** Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS.

09/19/2024

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No):														
	E-MAIL ADDRESS:														
CN138000917--GAUWC-24-25	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td><td>20281</td></tr> <tr> <td>INSURER B : Chubb National Insurance Co.</td><td>10052</td></tr> <tr> <td>INSURER C : Indian Harbor Insurance Company</td><td>36940</td></tr> <tr> <td>INSURER D :</td><td></td></tr> <tr> <td>INSURER E :</td><td></td></tr> <tr> <td>INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Chubb National Insurance Co.	10052	INSURER C : Indian Harbor Insurance Company	36940	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Indian Harbor Insurance Company	36940														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Verra Mobility Corporation 1150 North Alma School Road Mesa, AZ 85201															

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY				3608-38-32	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE	X OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
					MED EXP (Any one person)				\$ 10,000	
					PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE				\$ 2,000,000	
	X	POLICY	PROJECT	LOC	PRODUCTS - COMP/OP AGG				\$ 2,000,000	
		OTHER:							\$	
A	AUTOMOBILE LIABILITY					7363-48-77	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X	ANY AUTO			BODILY INJURY (Per person)				\$	
	X	OWNED AUTOS ONLY	SCHEDULED AUTOS		BODILY INJURY (Per accident)				\$	
	X	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident)				\$ 25,000	
									\$	
A	X	UMBRELLA LIAB		X OCCUR	7819-96-74	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 15,000,000	
		EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 15,000,000	
		DED	RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N N	N / A	(25) 7183-90-57	07/01/2024	07/01/2025	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber/Professional Liability					MTP9039762 04 SIR: \$1,000,000	11/17/2023	05/17/2025	Limit	5,000,000

It is agreed that City of Bellevue, WA, its officials, employees and volunteers are included as Additional Insured as respects General Liability and Automobile Liability, when required by written contract. It is further agreed that such insurance as is afforded shall be Primary with any other insurance in force for or which may be purchased by the City of Bellevue, WA.

<p>City of Bellevue, WA 450 110th Avenue NE Bellevue, WA 98004</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p><i>Marsh Risk & Insurance Services</i></p>

The ACORD name and logo are registered marks of ACORD



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Verra Mobility Corporation 1150 North Alma School Road Mesa, AZ 85201
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

Verra Mobility Corporation
Greenlight Holding Corporation
Verra Mobility Holdings, LLC
Greenlight Acquisition Corporation
Greenlight Intermediate Holding Corporation
VM Consolidated, Inc.
(f/k/a Verra Mobility Corp f/k/a ATS Consolidated, Inc.)
Verra Mobility Corporation f/k/a ATS Consolidated, Inc.
American Traffic Solutions, Inc.
Mulvihill ICS, Inc.
Verra Mobility Electrical Enterprises, Inc
Lasercraft, Inc.
American Traffic Solutions Consolidated, LLC
ATS Processing Services, LLC
Platepass, LLC
Sunshine State Tag Agency, LLC
(formerly Sunshine Acquisition I, LLC)
Auto Tag of America, LLC
Auto Titles of America, LLC
American Traffic Solutions, LLC
Highway Toll Administration, LLC (HTA)
Canadian Highway Toll Administration Ltd
Toll Buddy, LLC
Violation Management Solutions, LLC
Euro Parking Collection plc (UK)*
Contractum Limited (UK)*
EPC Hungary Kft (Hungary)*
EPC Finance Limited (UK)*
Verra Mobility B.V. (Netherlands)*
Verra Mobility France SAS (France)*
Pagatelia, S.L.U.*
Verra Mobility Ireland Limited*
Redflex Holdings Pty Ltd
Transtoll Pty Ltd*
Redflex Pty Ltd*
RTS R&D Pty Ltd*
Redflex Traffic Pty Ltd*
Redflex Traffic Systems Pty Ltd*
Redflex Traffic Systems Inc.
Redflex Traffic Systems Limited*
Redflex Traffic Systems (Canada) Limited*
Redflex Traffic Systems Malaysia Sdn. Bhd.*
Redflex Irish Investments Pty Ltd*
T/A Go Safe Ireland*
Redflex Enforcement Services Pty Ltd*
Redflex Traffic Systems India Private Limited*

AGENCY CUSTOMER ID: CN138000917

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Verra Mobility Corporation 1150 North Alma School Road Mesa, AZ 85201
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Traffic Operating Services (Saudi Arabia) LLC*
T2 Systems Parent Corporation
T2 Holding Corp.
T2 Systems, Inc.
T2 Systems Canada, Inc.
Citation Collection Services, LLC
United Public Safety, Inc.

Coverage applies to subsidiaries to the extent of the policy terms and conditions



City of Bellevue
450 110th Ave. NE
Bellevue, WA 98004

Competitive Exception Form

General Information:

Method of Procurement: Professional Services

Type of Exemption Request: Sole Source

Name of Requestor: Rob Spingler

Requested Vendor Name: Verra Mobility/ATS

Department: PD

Estimated Cost: 441,000/year- 5 year contract

Requested for the purpose of: The execution of a new agreement with Verra Mobility for a term of 5 years. This is for the use of automated cameras for issuance of notices of *red-light infractions at selected arterial intersections and speeding infractions at selected elementary schools within the city limits.*

Statement of Need:

My department's recommendation for exception to the competitive process is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or service providers been a deciding influence on my request. Refer to the Exception Justification below as prepared by our department for additional explanation.

Exception Justification:

1. Description of item/service and its function: Verra Mobility operates the three speed zone enforcement cameras and six red light enforcement cameras within the City of Bellevue. They also communicate with the Bellevue District Court and PD to issue citations.
2. Project scope of work: Verra Mobility will install and maintain cameras, provide a website for customers and issue citations. Verra Mobility will work with PD, COB Transportation and Bellevue District Court to resolve any issues.
3. Reason, or reasons a competitive process was not conducted:
 - o Single or Sole Source. When the purchase or service is clearly and legitimately limited to a single or sole source of supply. The requestor

negotiated favorable pricing, terms, and delivery time that are fair and reasonable, and in the best interest of the City.

4. Necessary features/knowledge/qualifications this vendor provides which are not available from other vendors: Verra Mobility has been working with the city and courts since about 2009. They have knowledge of our city operations and court operations that another vendor would not have. They are a world wide leader in automated cameras with a trusted track record and great customer service.
5. Steps taken to verify that these features/knowledge/qualifications were not available elsewhere : Over the course of the current contract, the customer service has been great as well as their response time to fix issues. The equipment they use is comparable to other companies and switching now would be costly to the city as well as create down time while a new vendor was selected.
6. Explanation of why this option is the only option, makes good business sense, and is in the best interests of the City: The COB is currently using the vendor's equipment and systems to process violations, and changing vendors would mean the city would have to pay to remove the installed equipment and result in a gap in services, neither of which would be in the best interests of the city. We would then have to procure a new vendor.

	Signature	Date
Requestor:	<u>Robert Spingler</u>	<u>2/19/2025 09:07:03 PST</u>
Department Director	<u>Wendell Shirley</u>	<u>2/19/2025 10:28:06 PST</u>
Finance:	<u>Lafayette Spingler</u>	<u>2-24-25</u>

CITY COUNCIL AGENDA TOPIC

Resolution authorizing execution a five-year agreement, with an option to extend for two additional two-year terms, between the City of Bellevue and American Traffic Solutions, Inc., doing business as Verra Mobility, for the continued use of automated cameras to issue notices of red-light infractions at selected arterial intersections and speeding infractions at selected elementary schools within City limits.

Rob Spingler, Police Captain, 452-4330
Police Department

EXECUTIVE SUMMARY

ACTION

This resolution authorizes execution of an agreement to continue use of automated cameras to issue notices of red-light infractions at selected arterial intersections and speeding infractions at selected elementary schools within City limits.

RECOMMENDATION

Move to adopt Resolution No. 10468

BACKGROUND/ANALYSIS

In 2009, the City Council added a new chapter to the Bellevue City Code, 11.49, authorizing the use of automated traffic safety and school speed zone cameras for the issuance of notices of red-light infraction at arterial intersections and speeding infractions at elementary schools within City limits. In 2014, the City added four new cameras to the five already in operation. The current program manages a total of three Speed Zone Enforcement cameras and six Red-Light Enforcement cameras at the following locations:

Location	Camera Type	Status
WB NE 8th @ 143rd (Stevenson Elementary)	Speed Zone Enforcement	Existing
WB SE 8th @ 143rd PI (Lake Hills Elementary)	Speed Zone Enforcement	Existing
NB 148th @ Bel-Red Road	Red-Light Enforcement	Existing
SB 148th @ Bel-Red Road	Red-Light Enforcement	Existing
SB 148th @ Main Street	Red-Light Enforcement	Existing
EB NE 8th @ 112th Ave NE	Red-Light Enforcement	Existing
WB NE 8th @ 112th Ave NE	Red-Light Enforcement	Existing
WB NE 8th @ 116th Ave NE	Red-Light Enforcement	Existing
SB West Lake Sammamish Parkway (Sunset Elementary)	Speed Zone Enforcement	Existing

Since the start of the program, the number of collisions at photo enforced intersections dropped from 38 in 2009 to 23 in 2024. The number of injury collisions at photo enforced intersections has also continued to decrease. Between 2023 and 2024, the injury collisions at photo enforced intersections

decreased by 38 percent.

Bellevue has contracted with American Traffic Solutions, Inc., now doing business as Verra Mobility, since 2009 to operate its photo enforcement program. The new proposed agreement for photo enforcement services will be for a term of five years, with an option for the City to extend it for two additional two-year terms. Verra Mobility has agreed to keep its fees fixed through the end of 2026. For any contract years after 2026, prices will increase annually by the Consumer Price Index.

POLICY & FISCAL IMPACTS

Policy Impact

This proposed agreement allowing the City to continue its photo enforcement program supports the City Council core values of exceptional public service and stewardship by improving public safety for all users of the street network. Additionally, continuing the use of these automated traffic safety and school speed zone cameras directly supports the Comprehensive Plan, including the policies identified below:

Neighborhoods

NH-10. Ensure police, fire and emergency services provide high levels of public safety that respond to growth and changing community needs.

Transportation

TR-31. Monitor and implement as appropriate, emerging technologies that are intended to improve mobility, safety, efficiency and people-moving capacity on existing and planned transportation network facilities

TR-50. Maintain and enhance safety for all users of the street network.

TR-56. Assess arterial speed limits and address concerns related to safety through appropriate speed limits, countermeasures and other techniques

Fiscal Impact

The pricing will remain the same through the end of 2026, thereafter, unit prices will increase annually by the Consumer Price Index (CPI). The annual contract cost is estimated to be \$441,000 through 2026 per the service fee schedule. There will be no additional impact on the Adopted Budget for 2025-2026. All infraction payments by vehicle owners are remitted directly to King County District Court (KCDC)

and the Court remits the fees received to the City on a monthly basis.

Location	Camera Type	Status	Year Installed	Cost
WB NE 8th @ 143rd (Stevenson Elementary)	Speed Zone Enforcement	Existing	2009	\$ 4,750.00
WB SE 8th @ 143rd Pl (Lake Hills Elementary)	Speed Zone Enforcement	Existing	2009	\$ 4,750.00
NB 148th @ Bel-Red Road	Red-Light Enforcement	Existing	2009	\$ 3,750.00
SB 148th @ Bel-Red Road	Red-Light Enforcement	Existing	2009	\$ 3,750.00
SB 148th @ Main Street	Red-Light Enforcement	Existing	2009	\$ 3,750.00
EB NE 8th @ 112th Ave NE	Red-Light Enforcement	Existing	2014	\$ 3,750.00
WB NE 8th @ 112th Ave NE	Red-Light Enforcement	Existing	2014	\$ 3,750.00
WB NE 8th @ 116th Ave NE	Red-Light Enforcement	Existing	2014	\$ 3,750.00
SB West Lake Sammamish Parkway (Sunset Elementary)	Speed Zone Enforcement	Existing	2014	\$ 4,750.00
				\$ 36,750.00
				\$ 441,000.00

OPTIONS

1. Adopt Resolution authorizing execution a five-year agreement, with an option to extend for two additional two-year terms, between the City of Bellevue and American Traffic Solutions, Inc., doing business as Verra Mobility, for the continued use of automated cameras to issue notices of red-light infractions at selected arterial intersections and speeding infractions at selected elementary schools within City limits.
2. Do not adopt the Resolution and provide alternative direction to staff.

ATTACHMENTS

Proposed Resolution No. 10468

AVAILABLE IN COUNCIL LIBRARY

Proposed Photo Enforcement Services Agreement between American Traffic Solutions, Inc., dba Verra Mobility, and the City of Bellevue

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 10468

A RESOLUTION authorizing execution a five-year agreement, with an option to extend for two additional two-year terms, between the City of Bellevue and American Traffic Solutions, Inc., doing business as Verra Mobility, for the continued use of automated cameras to issue notices of red-light infractions at selected arterial intersections and speeding infractions at selected elementary schools within City limits.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES
RESOLVE AS FOLLOWS:

Section 1. The City Manager or designee is hereby authorized to execute a five-year agreement, with an option to extend for two additional two-year terms, between the City of Bellevue and American Traffic Solutions, Inc., doing business as Verra Mobility, for the continued use of automated cameras to issue notices of red-light infractions at selected arterial intersections and speeding infractions at selected elementary schools within City limits, a copy of which agreement has been given Clerk's Receiving No. _____.

Passed by the City Council this _____ day of _____, 2025,
and signed in authentication of its passage this _____ day of _____,
2025.

(SEAL)

Lynne Robinson, Mayor

Attest:

Charmaine Arredondo, City Clerk

Lange, Michael

From: Procurement
To: CCOPacketTeam; Consent Agenda Approval
Subject: RE: 2/11 Council Consent Agenda

From: CCOPacketTeam <CCOPacketTeam@bellevuewa.gov>
Sent: Tuesday, February 11, 2025 6:24 PM
To: Consent Agenda Approval <ConsentAgendaApproval@bellevuewa.gov>
Subject: 2/11 Council Consent Agenda

Hello –

All items on the 2/11 council consent agenda have been approved.

Best,



Jacques

Michelle Luce (She/Her) | **Jacques Imperial** (She/Her)

Executive Assistants to City Council

[425-452-7810](tel:425-452-7810) | CouncilOffice@bellevuewa.gov | BellevueWA.Gov

CR #:

Date:

PO #: 2550032.000



City of Bellevue
Finance & Asset Management Department – Procurement Services
450 110th Ave. NE, Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Photo Enforcement Services Agreement
Contract Description: Continuation of existing photo enforcement program for an additional five years
Total Contract Value: \$2,290,592.00

This Amendment Value:

Department: 593 - Police Department
Contract Manager: Robert Spingler
Contract Type: General Service
Contract Form: Custom contract document
Budget Expenditure: Expenditure Contract - Sufficient Funds
Grant Funded? If yes, No
 please attach/e-mail copy of grant.

Vendor Information:

New Vendor? No **COB License #:** 89214
Vendor Name: American Traffic Solutions, Inc. dba **UBI #:** 602548774
 Verra Mobility
Vendor Email: Bose.Adewusi@verramobility .com
 136765
JDE Vendor Number: Yes
Independent Contractor? **Contractor's Lic. #:**

Contract Term:

Original Effective Date: 2025-02-01 **End Date:** 2030-01-31 Estimated
Subject To: Two 2-year renewals

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 2025-02-11 **Council Action:** Resolution **Legislative #:** 10468

Bellevue Licensed Business Directory

You may search for City of Bellevue Registered Businesses by Unified Business Identifier, Bellevue Registration Number, Legal Entity, or Business Name.

If the search criteria are broad you may get search results up to 100 registrations; you may reduce the results in these situations by narrowing the input criteria.

Registration: 89214

UBI: 602548774-001-0001

Legal Entity: AMERICAN TRAFFIC SOLUTIONS INC

Business Name: AMERICAN TRAFFIC SOLUTIONS INC

NAIC: 518210

Date Opened: 01/01/2009

Mailing Address:

1150 N ALMA SCHOOL RD

MESA AZ 85201-3000

Physical Address:

1150 N ALMA SCHOOL RD

MESA AZ 85201-3000

AM Best Rating Services

Federal Insurance Company



AMB #: 002084 NAIC #: 20281 FEIN #: 131963496

Mailing Address

202B Hall's Mill Road
Whitehouse Station, New Jersey 08889

[United States](#)

Web: www.chubb.com

Phone: 215-640-1000

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 058303 - Chubb Limited](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058303 - Chubb Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	December 31, 1907

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Director: Alan Murray
Senior Director: Michael J. Lagomarsino, CFA, FRM
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	March 17, 2005

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)

December 12, 2024

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

AM Best Rating Services

Chubb National Insurance Company



AMB #: 011560 NAIC #: 10052 FEIN #: 223253301

Mailing Address

202B Hall's Mill Road
Whitehouse Station, New Jersey 08889

[United States](#)

Web: www.chubb.com

Phone: 908-903-2000

Fax: 908-903-3805

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 058303 - Chubb Limited](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058303 - Chubb Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	May 23, 1994

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	March 02, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
--------------------------	--

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Director: Alan Murray

Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)

December 12, 2024

AM Best Rating Services

Indian Harbor Insurance Company



AMB #: 011340 NAIC #: 36940 FEIN #: 061346380

Mailing Address

677 Washington Blvd. 10Th Floor, Suite 1000
Stamford, Connecticut 06901

[United States](#)

Web: www.axaxl.com

Phone: 203-964-5200

Fax: 203-964-3444

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 085085 - AXA S.A.](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [074976 - AXA S.A.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 02, 2024
Initial Rating Date:	April 26, 1993

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 02, 2024
Initial Rating Date:	April 11, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
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Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director-Analytics: Dan Hofmeister, CFA, FRM, CAIA, CPCU, ARe, AIS, AIAF

Director: Gregory Dickerson

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Note: Credit Ratings on this company are [European Union Endorsed](#) and [United Kingdom Endorsed](#)

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of AXA S.A.](#)

October 02, 2024

[<](#) Business Lookup

License Information:

[New search](#) [Back to results](#)**Entity name:** AMERICAN TRAFFIC SOLUTIONS, INC.**Business name:** VERRA MOBILITY**Entity type:** [Profit Corporation](#)**UBI #:** 602-548-774**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 1150 N ALMA SCHOOL RD
MESA AZ 85201-3000**Mailing address:** 1150 N ALMA SCHOOL RD
MESA AZ 85201-3000**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)

Endorsements

[Filter](#)

Endorsements held	License #	Count	Details	Status	Expiration	First issued
-------------------	-----------	-------	---------	--------	------------	--------------

Endorsements held	License #	Count	Details	Status	Expiration	First issue
Auburn General Business - Non-Resident	BUS-3656			Active	Oct-31-20	Sep-14-20
Bothell General Business - Non-Resident				Active	Oct-31-20	Feb-16-20
Edmonds General Business - Non-Resident				Active	Oct-31-20	Oct-11-20
Federal Way General Business - Non-Resident	08-10270			Active	Oct-31-20	Jun-06-20
Issaquah General Business - Non-Resident				Active	Oct-31-20	May-21-20
Kirkland General Business - Non-Resident				Active	Oct-31-20	May-29-20
Lynnwood General Business - Non-Resident	013799-0			Active	Oct-31-20	Jan-03-20
Marysville General Business - Non-Resident	4535CON			Active	Oct-31-20	Jun-29-20
Mercer Island General Business - Non-Resident	160759			Active	Oct-31-20	Oct-09-20
Poulsbo General Business - Non-				Active	May-31-20	Jun-10-20

Endorsements held	License #	Count	Details	Status	Expiration	First issued
Resident						
Puyallup General Business - Non-Resident	2007249			Active	Oct-31-2020	Jun-23-2019
Spokane General Business - Non-Resident	T1205333			Active	Oct-31-2020	Oct-15-2019
Wenatchee General Business - Non-Resident	100292			Active	Oct-31-2020	Oct-16-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AVRAHAM, RAPHAEL	
BALDWIN, JONATHAN	
CONTI, CRAIG	
KOEHN, BRIAN	
RENZI, CHRISTOPHER	
ROBERTS, DAVID	
YOUNG, KRISTEN	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------

Registered trade names	Status	First issued
AMERICAN TRAFFIC SOLUTIONS, INC.	Active	Oct-17-2005
VERRA MOBILITY	Active	Jun-20-2018

The Business Lookup information is updated nightly. Search date and time: 2/26/2025 7:24:19 AM

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Feb 4, 2025



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All Words

e.g. 1606N020Q02

Select Domain
All Domains



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Simple Search

Search Editor

☐ Any Words 

☒ All Words 

☐ Exact Phrase 

e.g. 1606N020Q02

"American Traffic Solutions"



602548774



Federal Organizations

Enter Code or Name



Status



Active



Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

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CERTIFICATIONS	<div>Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Combination Business Enterprise (CBE) Disadvantaged Business Enterprise (DBE) Disadvantaged Business Enterprise (FAA Only) (DBE (FAA Only)) Minority Business Enterprise (MBE) Minority/Women Business Enterprise (MWBE) Public Works Small Business Enterprise (PWSBE) Small Business Enterprise (SBE) Socially and Economically Disadvantaged Business Enterprise (SEDBE) Women Business Enterprise (WBE)</div>
UBI #	602548774

Search Results

0 firms with 0 certifications found

Your search parameters did not return any matches. Click **Edit Parameters**, modify the information in the fields above and click **Search Again**.

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

License Number:

Principal:

RCW: All

From: To:

Penalty Due:

Wage Due:

[Download all debarment data](#)

Show 25 per page

Showing 0 records

FirstPreviousNextLast

Company Name UBI License Principals Related Business Status RCW Debar Begins Debar Ends Penalty Due Wages Due

There are no records that match your search criteria.

Show 25 per page

Showing 0 records

FirstPreviousNextLast



CONTRACT FACE SHEET

Document Type:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Franchise Agreement |
| <input type="checkbox"/> MOU | <input type="checkbox"/> Right of Way Use Agreement |
| <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Lien |
| <input type="checkbox"/> Notice of Acceptance | <input type="checkbox"/> Correspondence |
| <input type="checkbox"/> Retainage | <input type="checkbox"/> Collective Bargaining Agreement |

Status:

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Renewal |
| <input type="checkbox"/> Amendment | <input type="checkbox"/> Cancellation |
| <input type="checkbox"/> Change Order | |

Contract Documents:

- | |
|---|
| <input checked="" type="checkbox"/> Scan and toss |
| <input type="checkbox"/> Do <i>not</i> scan and toss (keep) |

***Vendor Name:**

American Traffic Solutions, Inc. dba
Verra Mobility

***JDE PO Number:**

2550032.000

***Effective Date:**

2025-02-25

***Termination Date:**

2030-01-31

Amendment Effective Date:***Clerk's Receiving Number:**

82456

Related Receiving Number:**Bid/RFP/RFQ/ITQ Number:****Ordinance Number:****Resolution Number:**

10468

CIP Number:**Project Name:**

Photo Enforcement Services Agreement

Site Name:**Vendor Number:**

136765

File Location:

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date: _____

Scan Date: _____

Index Date: _____

Route:	Approvers Name or Designee	Signature	Date Signed
Vendor Contact Name:	Bose Adewusi		
Procurement Services:	Mike Lange	<div>DocuSigned by: Michael Lange E0F129F5C80C446...</div>	2/25/2025
Information Technology:	Not Required		
Legal Reviewer:	Kathleen Kline	<div>Signed by: Kathleen Kline 760F273191094B4...</div>	2/25/2025
Insurance Reviewed By:	Peter Bourgeault	<div>Signed by: Peter Bourgeault 20D6AEE1920A4C6B...</div>	2/25/2025
Department Director:	Wendell Shirley	<div>Signed by: Wendell Shirley 4F433652B59ECDA5D...</div>	2/25/2025
Return To:	Julie Orta		
City Clerk's Office:	Sue Gunderson	Sue Gunderson	2/28/25

Related Contract Information:

Amendment/change order/renewal? No

Amendment #:

Amendment Effective Date:

Original PO #:

Original Contract Value:

Total Value of Previous Change Orders/Amendments:

This Change Order/Amendment Value:

Selection Method:

Selection Method: Competitive Exception

Budget Information:

Line #	Description	Account #	Subtotal	Tax	Total
1	2/2025 to 12/2025	31570.541100.2170	\$404,250.00	No	\$404,250.00
2	2026	31570.541100.2170	\$441,000.00	No	\$441,000.00
3	2027 ESTIMATE +3%	31570.541100.2170	\$454,230.00	No	\$454,230.00

4	2028 ESTIMATE +3%	31570.541100.2170	\$467,857.00	No	\$467,857.00
5	2029 ESTIMATE +3%	31570.541100.2170	\$481,893.00	No	\$481,893.00
6	JAN 2030 ESTIMATE +3%	31570.541100.2170	\$41,362.00	No	\$41,362.00

Additional Comments:

Contract estimate – Fixed fee through the end of 2026 thereafter annual increases per the agreement. Estimates include monthly camera fees only and assume a 3% increase for years after 2026. Additional fees as described in Exhibit A of the agreement are not included in the estimates on this routing form. This contract is a continuation of the previous agreement(s) with American Traffic Solutions/Verra Mobility, PO#1950236 and PO#950144, as awarded under Bid #8159.

CONTRACT REVIEW CRITERIA

Dept.	PS	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Contract Routing/Approval Form and Contract have consistent information?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Contract Type and template appropriate for the services performed?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the JDE vendor name and number accurate?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Company have a Bellevue Business License? If not, date Tax Office was notified? _____.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do the Contract Start/End Dates comply with current policies (maximum 5 years unless exception noted)?
<input type="checkbox"/>	<input type="checkbox"/>	Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has the Selection Method been explained in Additional Comments? Are results attached?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached? 10468
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the contractor meet requirements of the Independent Contractor Threshold question?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is Attachment "A" (Scope of Work and/or Services) attached?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is Attachment "B" (Insurance Requirements) attached?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are any additional riders required? If so, which one's? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does Insurer have a Best rating of A- or better?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Contractor identified as the insured?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are the policy expiration date(s) on the Certificate of Insurance current?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Contractor have a self-insured retention? Is it above \$25,000?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the City listed as the Certificate Holder?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Certificate signed?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Contractor have an open account with the Washington State Department of Revenue?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are the Contractor's worker's compensation premiums current?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing? N/A - WA DOL Breach
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Have you checked the Office of Minority and Women-Owned Businesses website?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Have you checked the King County Small Business Certification website?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Vendor on the Federal Debarred Suspended List? https://sam.gov/SAM/pages/public/searchRecords/search.jsf
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Verify LNI Debarment status at: https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx

Insurance
reviewed
by Risk