

CR #:

Date:

PO #: 2650245.000



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

Contract Routing Form

Current Contract Information:

Contract Title: Speed Safety Camera Expansion
Contract Description: Vendor shall provide a turnkey Speed Safety Camera (SSC) system in compliance with Washington State RCW 46.63.210-.260 and Bellevue City Code Chapter 11.49. The system shall support all statutory requirements related to automated enforcement.
Total Contract Value: \$11,200,000

This Amendment Value:

Department: 647 - Transportation
Contract Manager: Franz Loewenherz
Contract Type: Professional Service
Contract Form: Custom contract document
Budget Expenditure: Revenue
Grant Funded? If yes, No
 please attach/e-mail copy of grant.

Vendor Information:

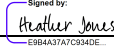
New Vendor? No
Vendor Name: American Traffic Solutions, Inc., doing business as Verra Mobility
Vendor Email: Alexandra.Iacob@verramobility.com
JDE Vendor Number: 136765
Independent Contractor? No
COB License #: 89214
UBI #: 602548774
Contractor's Lic. #:

Contract Term:

Original Effective Date: 2026-07-22
Subject To: Two 2-year renewals
End Date: 2030-12-31 Actual

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 2026-07-21
Council Action: Resolution
Legislative #:

Route:	Approvers Name or Designee	Signature	Date Signed
Vendor Contact Name:	Alexandra Iacob		
Procurement Services:	LaJerald Jackson	Signed by:  529270FAF992486	7/22/2026
Information Technology:	Jason MacLeod		
Legal Reviewer:	Heather Jones	Signed by:  E9B4A37A7C934DE	7/15/2026
Insurance Reviewed By:	Jessica Wang	Signed by:  E9AB9BA74DCC42D	7/15/2026
Department Director:	Andrew Singelakis	DocuSigned by:  B3850A86437C418	7/22/2026
Return To:	Ellen Daniels		
City Clerk's Office:			

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: Advertised RFP/RFQ

Solicitation Issue Date: 2026-03-24 Solicitation Due Date: 2026-04-23

Length Bid/Proposal is valid for:

Bid/RFP/RFQ #: 26046

Bid/RFP/RFQ/ITQ Title: Speed Safety Camera Program Expansion

Quote#	Vendor Name	MWDBE	Fee/Cost
1		No	

Budget Information:

Line #	Description	Account #	Subtotal	Tax	Total
1	Speed Safety Program	571680001.541100.4230	\$11,200,000.00	No	\$11,200,000.00

Additional Comments:

CR: _____ Date: _____ PO# & Loc: _____



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

Professional Services Contract

City of Bellevue Contract Identification Information:

Contract Title: **Speed Safety Camera Expansion ("Agreement" or "Contract")**

This Contract is entered into between the **City of Bellevue, Washington ("CITY")** and **American Traffic Solutions, Inc., doing business as Verra Mobility ("VENDOR")**.

I. DEFINITIONS

"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" or "SAAS": Vendor's proprietary, hosted software-as-a-service platform used to support the City's Speed Safety Camera Program, including all software, infrastructure, and related services used to process Events and Violations; manage workflows; support City review; generate evidence packages; prepare, print, and mail Citations; support electronic filing and court interfaces, where applicable; and produce reports, audit logs, analytics, and system-generated outputs. The BOS includes all hosting, maintenance, updates, security, backups, and disaster recovery services necessary for its operation.

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

"Business Rules Questionnaire": The Business Rules Questionnaire completed by the City and delivered to Vendor setting forth the business rules for implementation and operation of the Program.

"Camera Location": The specific physical location where a Camera System is installed within an Approach, including supporting infrastructure.

"Camera System" or "Camera": A photo-traffic monitoring system consisting of detection, imaging, and supporting equipment, including one (1) or more cameras, sensors, or radar (as applicable), strobe (if applicable), processing unit, communications equipment, wiring, and related components, together with supporting infrastructure such as poles, cabinets, and mounting hardware, installed at a Camera Location. The Camera System is capable of accurately detecting, recording, and transmitting data relating to Events and Violations and electronically transmits Event data, including images and associated metadata, to the Back-Office System. **"Camera System"** may refer to either a Transportable Speed Safety Camera System or a Fixed Speed Safety Camera System, collectively referred to as Speed Safety Cameras (SSC), depending on context.

"Change Order Notice": Written notice from the City requesting changes to the Services or the addition of products or services under this Agreement, describing in reasonable detail the proposed change, scope, and desired outcome.

"Change Order Proposal": A written statement from Vendor describing the cost, pricing adjustments, and schedule impacts associated with changes requested in a Change Order Notice.

"Citation": A citation, notice of violation, notice of infraction, notice of liability, or equivalent instrument issued through the BOS and/or by a competent law enforcement agency or court of competent jurisdiction relating to a Violation documented or supported by the BOS.

"City Data": All information and materials submitted, uploaded, transmitted, or otherwise provided by the City to Vendor's Services, Software-as-a-Service (SAAS), Software, or other Vendor systems or products, together with all information, records and data generated, collected, captured, processed, or derived through the operation of the Camera Systems, the performance of the Services, or as a result of utilizing the SAAS and Vendor products. City Data includes, but is not limited to, Events and Event-related records, recorded images, videos, metadata, registered owner information, Notices of Infraction and related records, audit trails, calibration and maintenance data, system logs, reports, analytics, and system-

generated or derived data created or processed in connection with the Program. All City Data shall remain the sole property of the City, regardless of the manner in which such data is submitted, transmitted, stored, processed, or maintained by Vendor.

“Event”: A potential Violation detected and recorded by the Camera System, including associated images, speed measurements, metadata, and other information necessary to support enforcement review within the Back-Office System.

“Fixed Speed Safety Camera System”: A Camera System that uses radar or other vehicle detection technology to measure vehicle speed and capture images of an Event and is installed on a mutually agreed upon Camera Location within an Approach.

“Notice to Proceed”: Written confirmation from the City authorizing the Vendor to proceed with installation or deployment of a Camera System.

“Services”: All work, labor, professional services, software, equipment, systems, materials, deliverables, maintenance, support, and other obligations to be provided by Vendor under this Agreement. Services include, without limitation, furnishing, installing, configuring, testing, operating, maintaining, repairing, replacing, relocating, removing, and decommissioning Camera Systems; providing and supporting the BOS; system operation support and enforcement workflow services; image processing and quality assurance; Event and Violation processing; registered owner data processing; preparation, printing, mailing, and filing of Notices of Infraction and related correspondence; evidence package preparation; reporting and analytics; system monitoring; software updates; cybersecurity; data management; training; project management; warranty services; and all other activities necessary to operate the City’s Speed Safety Camera Program.

“BOS or SAAS Services”: The hosted software platform and related services operated by Vendor to support the Program, including receipt and storage of Events; image screening; violation workflow processing; City review interfaces; citation generation; printing and mailing; electronic filing and court interfaces (if applicable); evidence package generation; reporting and analytics; audit logging; user management; system monitoring; maintenance; security; backups; and disaster recovery.

“Transportable Speed Safety Camera System”: A Camera System using radar or other detection technology capable of measuring vehicle speed and capturing Events, and which is capable of being relocated between Camera Locations.

“Violation”: A failure to obey applicable traffic laws or regulations relating to operating a motor vehicle in excess of the posted speed limit, as determined through the City’s authorized review process.

II. GENERAL TERMS AND CONDITIONS

1. SERVICES BY VENDOR

Performance of Services. The Vendor shall provide the equipment and perform the services and maintenance (collectively “Services”) described in the Scope of Work, which is attached hereto as Attachment “A” and by this reference is incorporated herein. The City shall complete a Business Rules Questionnaire and deliver to Vendor setting forth the business rules for implementation and operation of the Services. The Vendor shall implement the Services in accordance with this Agreement and the Business Rules. To the extent there is conflict between this Agreement and the Business Rules, the Agreement shall govern. The Contract shall be non-exclusive, and nothing in this Agreement amends or affects the City’s other agreements to provide similar services.

2. PAYMENT

- A. The City shall pay Vendor for Services as established in Attachment A:
- B. The Vendor shall maintain records to substantiate the number of Citations issued and any credits due to the City. Vendor shall submit monthly invoices to the City for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the City.
- C. The City shall pay all invoices from the Vendor by mailing a City warrant within 30 days of receipt of a properly completed invoice after approval of the Vendor’s completed Services to the date of the invoice or monthly report, as appropriate.
- D. City shall notify Vendor in writing of any disputed amount within fifteen (15) business days of appropriate receipt of the applicable invoice.
- E. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City in accordance with the Records Retention Schedule in Attachment E. Copies shall be made available to the City upon request.
- F. If during the course of the Contract, the work performed does not meet the requirements set forth in the

Contract, the Vendor shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Vendor agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Contract because of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical, or mental disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification. Without limiting the foregoing, Vendor agrees to comply with the provisions of Attachment "C", attached hereto and incorporated herein by this reference.
- B. The Vendor shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Contract, including where applicable Bellevue City Code 4.28.170.
- C. Violation of this Section shall be a material breach of this Contract and grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF CONTRACT

- A. Term. The Contract term shall begin upon Contract execution and will end at 11:59 p.m. Pacific Time on December 31, 2030, unless terminated earlier as provided for in this Agreement. Vendor shall not initiate, or otherwise begin work, on any services covered by this Agreement until written Notice to Proceed is provided by the City's designated personnel, as identified below.
- B. Renewals. Prior to the expiration of the term, the parties may mutually agree to renew the Contract for two additional 2-year periods.
- C. Termination for convenience. This Contract may be terminated by either Party without cause upon thirty (30) days' written notice. In the event of termination for convenience, the City shall only be obligated to pay for Services properly performed and accepted through the effective date of termination, including processing of infractions received up to 11:59 p.m. Pacific Time on the effective date of termination.

Vendor shall cease operation of all Camera Systems as of the effective date of termination and shall not capture additional Events after such time. Vendor shall continue to process all Events and associated recorded images captured prior to the effective date of termination through completion of citation issuance and mailing for such Events, including submission to the court where applicable. Such post-termination processing shall be deemed included within the Services compensated through the effective date of termination, and no additional fees, wind-down charges, or other compensation shall be owed for such activities.

For Fixed Speed Safety Camera Systems, if the City terminates this Contract for convenience prior to sixty (60) months from the date of installation of the applicable Fixed Speed Safety Camera System, the City shall reimburse Vendor for the unamortized portion of Vendor's documented, non-recurring, site-specific installation and civil works costs, calculated on a straight-line basis over sixty (60) months. In no event shall the City's reimbursement exceed the lesser of (a) Vendor's documented installation and civil works costs, or (b) Fifty-Five Thousand Dollars (\$55,000) per Fixed Speed Safety Camera System. Reimbursable costs shall not include profit, overhead, lost revenue, financing costs, or other indirect or consequential costs.

No termination fee, penalty, wind-down cost, or other form of termination charge shall apply to Transportable Speed Safety Camera Systems.

Any reimbursement of costs under this Section shall be limited to reasonable, documented, non-recurring installation and civil works costs actually incurred and shall not include profit, overhead, lost revenue, or other similar charges.

- i. City termination for cause. In addition to any other rights granted to City in this Agreement or under law, City has the right to terminate this Agreement upon written notice due to a material breach of a term, representation, or warranty under this Agreement (including a material breach under an Attachment, Addendum and/or Exhibit to this Agreement) by Vendor or any of its subcontractors or licensors of services if such material breach is not remedied within thirty (30) days following receipt of written notice from City.
- D. Vendor termination for cause. In addition to any other rights granted to Vendor in this Agreement or

under law, Vendor has the right to terminate this Agreement upon written notice due to:

- i. two consecutive months of late or non-payment of undisputed invoices. In the event of termination by Vendor for non-payment of fees by City, Vendor may cease processing Events as of the date of termination.
 - ii. a material breach of the terms of this Agreement, other than a payment obligation, by City or its users if such breach is not remedied within thirty (30) days following receipt of written notice of such breach from Vendor to City.
 - iii. a third-party's claim that City's Data, and/or Intellectual Property infringes upon such third-party's rights.
- E. Termination for Infringement. If a claim of infringement under Section 9D(i) or Section 9D(vi) occurs, or if Vendor determines that a claim is likely to occur, Vendor will have the right, in its sole discretion, to:
- i. procure for City the right or license to continue to use the Vendor Service, Content, Software or Technology;
 - ii. modify the Vendor Service, Content, Software or Technology to make it non-infringing, without loss of material functionality;
 - iii. replace the Vendor Service, Content, Software or Technology with a functionally equivalent, non-infringing service or offering.

If none of these remedies is reasonably available to Vendor, either party may immediately terminate this Agreement.

- F. Termination for changes in law. Either party may terminate this Agreement immediately, upon written notice, should changes in governing state or federal laws or regulations render performance illegal, impracticable, or impossible. In such event, the City shall only be obligated to pay Vendor for services performed up to the effective date of termination.
- G. Upon termination or expiration of the Contract, all finished or unfinished documents, reports, or other material or work Vendor shall be submitted to the City.
- H. Pending Violations after expiration or termination. The parties recognize that the Vendor and City will have to process Events in the "pipeline" when the Contract expires or upon Contract termination. Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the "wind-down" period:
- i. Vendor will discontinue use and operation of all SSCs and no images will be captured by an SSC as of 11:59 p.m. on the effective date of the termination of the Agreement.
 - ii. Unless it is unlawful to do so, Vendor will process all infractions captured up to and including the date of termination and provide all services associated with processing in accordance with this Agreement. Vendor shall be entitled to payment for infractions processed consistent with this Agreement as if the Agreement were still in effect. 90 days after all pending infractions have been processed, Verra Mobility will terminate all use of the Back-Office System for the City's SSC system.
- I. Data. In the event this Agreement terminates for any reason, Vendor shall make available to City a file of City's Data in a format acceptable (and at no cost) to City within 30 days of the effective date of termination. City shall have ninety days following termination to notify Vendor if litigation, laws, regulations or other lawful process requires Vendor retain City's data on its SAAS beyond the termination of this Agreement. City will thereafter promptly notify Vendor when such litigation, laws, regulations or other lawful process no longer requires Vendor maintain the City's data on its SAAS. Vendor may dispose of City's data at Vendor's expense as permitted by law ninety-one days after termination if City provides no notice otherwise; or after City notifies Vendor there are no laws, regulations, litigation, etc. requiring further retention. Retained data is subject to the confidentiality provisions of the Agreement.
- J. City shall return or allow Vendor to recover all provided equipment within a reasonable time not to exceed ninety (90) days. Vendor shall leave City right-of-way in a safe condition, free of hazards, and suitable for ordinary travel. All costs associated with equipment removal will be paid solely by Vendor as an ordinary business expense.
- K. Non-Interference with Business. During the course of the Vendor's performance of the Services for the City and for period of twelve (12) months after the completion of such Services, the Vendor will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent Vendor to sever that

person's relationship with the City.

5. CHANGE ORDERS.

City may request the addition of any products or services that Vendor provides or other changes to the Scope of Work to be performed under this Agreement by providing a Change Order Notice to Vendor. Upon Vendor's receipt of the Change Order Notice, Vendor shall deliver to the City a Change Order Proposal. Following the City'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. Any failure of the parties to reach agreement with respect to any proposed changes will not be deemed to be a breach of this Agreement.

6. OWNERSHIP OF WORK PRODUCT

Vendor and its licensors exclusively own all right, title, and interest in and to all intellectual property and proprietary rights ("IP Rights") in the Vendor's Services, Content, Data Infrastructure, Professional Services, Technology, Software, SAAS or any other services and products, documentation, Vendor websites, software, and technology and methodologies created by or for, or licensed to, Vendor and any updates to, or derivative works of, the foregoing ("Vendor Core Technology"). Under no circumstances, will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the Vendor Core Technology be considered "work for hire." Except for the rights and licenses expressly granted in the Agreement or SOW, Vendor, on behalf of itself and its licensors, reserves all right in the Vendor Core Technology including modifications, configurations, improvements, enhancements, upgrades, and further developments. Vendor Core Technology provided to City is licensed, not sold, even if such words as "sale" or "purchase" are used.

The City retains sole ownership of all City Data and all outputted information generated, collected, or processed from City Data in connection with the City's speed safety camera program, including Event and Violation images, traffic data, metadata, logs, calibration records, and audit trails. Vendor receives no ownership interest in City Data.

Vendor shall not use any City Data, or City-generated materials, memoranda, or information acquired with respect to any Events or Violations or the City's law enforcement activities or transportation programs for any purpose other than for providing Services pursuant to this Agreement. Vendor shall not use City Data to train, develop, or enhance any artificial intelligence model, machine-learning system, or analytics capability except as explicitly required to provide services to the City within Vendor's isolated, City-specific environment. The City agrees that if it uses products prepared by the Vendor for purposes other than those intended in this Contract, it does so at its sole risk and it agrees to hold the Vendor harmless therefor.

7.PUBLIC RECORDS ACT

Notwithstanding anything to the contrary in this Agreement, Vendor acknowledges that the City is a public agency subject to the Washington State Public Records Act, RCW 42.56. If the City receives a public records request seeking any record related to the Services performed under this Agreement, the City may disclose responsive records. The City retains sole discretion to determine the proper release of any information in response to a public records request. The Vendor shall support the City in responding to any public records request and make available to the City any potentially responsive records. If Vendor directly receives a request for information, the Vendor shall promptly notify the City.

8. GENERAL ADMINISTRATION AND MANAGEMENT.

The director of the Transportation Department, or their designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

9.INDEMNIFICATION AND HOLD HARMLESS

- A. The Vendor shall protect and defend the City, its officers, officials, employees, and agents from any and all third-party claims, suits, or actions arising out of or resulting from allegations of negligent or wrongful acts, errors or omissions of the Vendor, its employees officers, agents, contractors, or subcontractors in connection with performance of this Agreement. Vendor shall indemnify and save harmless the City, its officers, officials, employees, and agents from any and all costs, judgments, penalties, or damages arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Vendor, its employees, officers, agents, contractors, or subcontractors in connection with the performance of this Agreement except to the extent injuries and damages were caused by the negligence of the City. The Vendor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees, officers, contractors, subcontractors, or agents. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Vendor.

- B. The City shall protect, defend, indemnify and save harmless the Vendor, its officers, employees and agents from any and all costs, third-party claims, judgments or awards of damages, directly caused by the sole negligence of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Vendor obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, or each party's respective officers, officials, employees, and agents, the indemnifying party's liability hereunder shall be only to the extent of the indemnifying party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- D. SAAS Indemnification. The Vendor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Vendors, and agents) harmless from all claims, damages, losses, liabilities, and expenses finally awarded by a court once all appeal rights are exhausted, or set forth in a settlement agreement agreed to by Vendor, or otherwise finally resolved including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any third-party claim, action, or other proceeding (i) alleging that the City's licensed use of the Vendor BOS service, Content, Software or Technology in compliance with the terms of this Agreement infringes or misappropriates the rights of, or has caused harm to, a third-party; (ii) alleging a breach of any Vendor obligations, representations and warranties in this Agreement; (iii) alleging Vendor's use of City Data is in violation of this Agreement; or (iv) alleging a third-party claim alleging a breach of Vendor's confidentiality or data security obligations, that infringes the rights of, or has caused harm to, a third-party, (v) arising out of Vendor's outside business activities, or (vi) alleging the infringement or misappropriation by the Vendor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

The foregoing SAAS defense and indemnification obligations will not apply if (each of the following is an "Excluded Claim"):

- a) the claim arises from specifications, technology, applications, or designs furnished by City or a third party on City's behalf;
- b) the claim arises from the use or combination of the Vendor BOS service, Content, Software or Technology or any part thereof with any product, service, data, or processes not provided by Vendor, if the Vendor BOS service, Content, Software or Technology or use thereof would not infringe without such combination;
- c) the claim arises from modification or alteration of the Vendor BOS service, Content, Software or Technology by anyone other than Vendor;
- d) the claim arises from City's failure to implement any workaround that would have avoided the claim;
- e) the claim arises from City's use of the Vendor BOS service, Content, Software or Technology in breach of or excess of the rights granted in this Agreement; or the claim arises from City Data.

The provisions of this Section state City's sole and exclusive remedy and the sole and exclusive obligations and liability of Vendor and its suppliers for any claim of intellectual property infringement arising out of or relating to the Vendor BOS service, Content, Software or Technology or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

Neither party will be liable for breach of contract damages suffered by the other party that are remote or speculative, or that could not have been reasonably been foreseen on entry into this agreement. The above limitation will apply whether an action is in contract or tort and regardless of the theory of liability.

- E. As an express condition of the foregoing general and SAAS indemnification obligations, the parties hereby agree that:
 - i. the indemnified party shall promptly notify the indemnifying party in writing for any claim for which indemnification is sought;
 - ii. the indemnified party shall cooperate with all reasonable requests of the indemnifying

- party (at the indemnifying party's expense) in defending or settling such claim;
- iii. the indemnifying party shall be allowed to control the defense and settlement of such claim, unless the indemnified party reasonably anticipates the defense or settlement will exceed an applicable limitation on liability;
- iv. the indemnifying party may not settle any claim that includes an admission of liability, fault, negligence or wrongdoing on the part of the indemnified party unless the indemnified party provides prior written consent;
- v. the indemnified party shall have the right, at its option and expense, to participate in the defense of any action, suit or proceeding relating to such a claim through counsel of its own choosing;
- vi. each indemnified party will undertake commercially reasonable efforts to mitigate any loss or liability resulting from an indemnification claim related to or arising out of this Agreement.

10. LIMITATION OF LIABILITY

- A. In no event shall Verra Mobility's aggregate liability under this Agreement, or the SaaS Agreement (as presented in Attachment "D" of this Agreement) between the parties to this Agreement, exceed the greater of Ten Million Dollars (\$10,000,000) or the total contract value pursuant to this Agreement. Under no circumstance shall either Party be liable to the other for lost fine revenue or lost profits, or similar revenue losses, except to the extent such losses are finally determined by a court of competent jurisdiction to have resulted from such Party's willful misconduct or fraud.
- B. Vendor shall obtain a City right-of-way use permit before performing any work within the City right-of-way. Activities performed pursuant to a City-issued right-of-way use permit shall be subject to the terms and conditions of that permit, including its indemnification requirements. The limitation of liability set forth in subsection A shall not apply to any claim, liability, obligation, loss, damage, penalty or judgment arising out of or relating to activities performed pursuant to a City-issued right-of-way use permit or Vendor's failure to comply with the terms and conditions of such permit.

11. WARRANTIES

- A. General Warranties. Vendor warrants that all materials, equipment, and/or services provided under this Agreement shall be performed in a professional and workmanlike manner, meet industry standards, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Vendor or the rights of City. Vendor shall be responsible for correcting any deficiencies in a timely manner and for completing the work as described in this Agreement.
- B. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (i) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, and shall have obtained and maintain all licenses, permits and certifications required for such Party in connection with the performance of such Services; (ii) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party; and (iii) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.
- C. Title Warranty and Warranty against Infringement. Vendor hereby warrants and represents that Vendor is the owner of the Services and SAAS licensed hereunder or otherwise has the right to grant to the City, the licensed rights to Vendor's Services and SAAS provided by Vendor through this Agreement without violating any rights of any third-party worldwide. Vendor represents and warrants that as of the execution date (i) Vendor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that Vendor's Services or SAAS infringe or misappropriate any patents, copyrights, trade secrets or other intellectual property rights of any third-party, and (ii) Vendor's Services and SAAS do not knowingly infringe upon or misappropriate any patents, copyrights, trade secrets or any other intellectual property rights of any third-party.
- D. Deliverables. Vendor represents and warrants that each deliverable shall meet and conform to its applicable specifications as provided herein following its acceptance and during the term. Vendor also represents and warrants that the SAAS, in whole and in part, shall operate in accordance with this Agreement.
- E. Warranty of Compliance with Applicable Law. Vendor warrants the SAAS and Services shall comply with all applicable federal, State and local laws, regulations, codes and ordinances to which it is

subject. Vendor warrants that, throughout the term of this Agreement, including any renewals, the SAAS, and Services, shall comply with changes to and new applicable federal, State and local laws, regulations, codes ordinances to which it is subject. If such changes result in additional costs to Vendor, such changes shall be managed through a Change Order process. Vendor represents and warrants that it shall comply with all applicable local, State and federal licensing, accreditation, and registration requirements and standards applicable to Vendor in the performance of the Services.

- F. **Maintenance Services Warranty.** Vendor warrants that, in performing the Services under the Agreement, Vendor shall substantially and materially comply with the descriptions and representations as to the Services, including performing capabilities, accuracy, completeness, characteristics, statement of work, configurations, standards, function and requirements, which appear in this Agreement. Errors or omissions committed by Vendor in the course of performing the Contract shall be remedied as set forth herein.
- G. **Warranty of SAAS and Services. General Responsibilities.** Vendor warrants the SAAS and Services for the term of this Agreement. Vendor shall provide Warranty Services as described in this Agreement at no additional cost to correct deficiencies in the SAAS and Services and to repair and maintain the SAAS and Services in accordance with the specifications, subject to this Agreement. Vendor's Warranty Service responsibilities shall include, but not be limited to the following:
 - i. Vendor shall promptly and diligently perform and reperform Services which are not in compliance with documentation/specifications, representations and warranties at no additional cost to the City;
 - ii. Maintain the SAAS and Services in accordance with the terms of this Agreement and meet all availability and system performance service levels as specified in the Scope of Work. In the event the Services requires failover activities, then Vendor shall be responsible for continuance of the SAAS and the City shall not be subject to additional costs unless otherwise specified in this Agreement.
 - iii. Promptly coordinate with the City all tasks related to correcting problems and deficiencies connected with the Software.
 - iv. Not disable any City software.
 - v. If Vendor and/or City reasonably determines that Vendor is unable to remedy such deficiencies, Vendor or City may terminate this Agreement and Vendor shall refund to City any fees for the time for which said deficiency(ies) existed.

12. INSURANCE; RISK OF LOSS

The Vendor shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in Attachment "B". The Vendor will cause the indemnified parties, as described in Section 9, above, to be included as additional insureds on the policy required under the Contract and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Vendor will provide the City with certificates of insurance and applicable endorsements to the City to evidence Vendor's continuing compliance with this Section. The Vendor will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Vendor's possession or control that is caused by the Vendor. In the event of any such loss or damage, the Vendor will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage. Insurance shall be placed with Insurers with an AM Best rating of A-minus or higher.

13. INDEPENDENT CONTRACTOR

- A. **Nature of Relationship.** The Vendor shall be and act as an independent contractor, and not as the employee, agent (except as provided for in Section 14 Limited Agency), or representative of the City, in the performance of the Services for the City. The Contract shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Vendor will not represent himself/herself as an employee of the City. The Vendor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Vendor is able to adequately perform all of the Vendor's obligations under the Contract in a skilled and workmanlike manner, the Vendor shall not be required to devote the Vendor's full time to the performance of the Services called for under the Contract, and it is acknowledged that the Vendor has other clients and/or offers services to the general public. Since the Vendor will not be an employee of the City, the Vendor will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Vendor permit or cause any of the Vendor's employees, agents or subcontractors to perform any services under the Contract in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Vendor acknowledges that as an independent

contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.

- B. Vendor Responsible for Taxes and Records. The Vendor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Vendor's performance of the Services and receipt of fees under the Contract. The Vendor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Contract. No part of the Vendor's compensation will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person working for or engaged by the Vendor to perform the Vendor's obligations under the Contract. The City will regularly report amounts paid to the Vendor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

14.LIMITED AGENCY

City hereby grants Vendor the authority to act on its behalf as a limited agent of City, and shall cause the applicable law enforcement agency to grant Vendor 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 and Violations as described in this Contract and the Business Rules. Vendor 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 City. This agreement does not and shall not be interpreted as creating a general agency relationship between Vendor and the City.

15. FUTURE SUPPORT. The City makes no commitment and assumes no obligations for the support of the Vendor's activities except as set forth in this Contract.

16.GOVERNING LAW. The Contract will be governed by the laws of Washington and its choice of law rules.

17.DISPUTE RESOLUTION.

- A. 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.
- B. No Suspension of Service. Provided City continues to timely make all undisputed payments, Vendor warrants that during the term of this Agreement, Vendor will not withhold Services provided herein, for any reason, including but not limited to a dispute between the parties arising under this Agreement, except as may be specifically authorized herein.

18.FORUM. 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.

19.SEVERABILITY. If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Vendor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

20.NONWAIVER. Any failure by the City to enforce strict performance of any provision of the Contract will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Contract.

21.NO ASSIGNMENT. Neither the Contract nor any of the rights or obligations of the Vendor arising under the Contract may be assigned, without the City's prior written consent. Subject to the foregoing, the Contract will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

22.PARTY MARKS. Neither Party will use any trade name, trademark, service mark, or logo of the other Party (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the other Party's express prior written consent.

23.NOTICES. All notices and other communications required under this Agreement or by law must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the designated point of contact to whom the communication is to be given, at its address set forth in this Contract.

City Designated Personnel:

Franz Loewenherz
Transportation Department
450 110th Ave NE
Bellevue, WA 98004

Vendor Designated Personnel:

Alexandra Iacob
Verra Mobility
2046 W. Riverview Auto Drive, Suite 300
Mesa, AZ 85201

Legal Notices:

Franz Loewenherz
Transportation Department
450 110th Ave NE
Bellevue, WA 98004

Attention: Heather Jones, Assistant City Attorney
Bellevue City Attorney's Office
450 110th Ave NE
Bellevue, WA 98004

Attention: Legal Department
Verra Mobility
2046 W. Riverview Auto Drive, Suite 300
Mesa, AZ 85201

24.LEGAL FEES.

In any lawsuit between the parties with respect to the matters covered by the Contract, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

25.COUNTERPARTS.

The Contract may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

26. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto with respect to the scope of work described herein and supersedes all prior negotiations, representations, or Contracts, either written or oral with respect to such scope of work. This Contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

27. INFORMATION SECURITY REQUIREMENTS.

Vendor may have access to City data or systems and shall comply with all requirements as set forth in Attachment "D".

28. SECURITY/BACKGROUND CHECKS

If requested by the City, the Vendor shall do all things necessary for the City to fully conduct security and/or background investigations on the Vendor, its employees, sub Vendors, and any other individuals performing work on behalf of Vendor under this Agreement at a time and frequency as the City determines to be appropriate. Such investigations may include, but not be limited to, a criminal background check and fingerprinting. Failure to promptly comply with the required backgrounding process, and/or having insufficient qualified staff who have passed the backgrounding process, may result in immediate termination of the Contract at the City's election. Such termination will not result in any costs, fees or liability to the City. In no case shall the Vendor, its employees, sub consultants, and any other individuals performing work on behalf of Vendor under this Agreement have access to facilities, records, or data files of the City, or vulnerable adults or children in City programs without prior written approval from the City.

29. As needed, the City shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating

that Verra Mobility is acting on behalf of the City 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 the City to provide Vendor with a unique City or its law enforcement agency ORI.

In witness whereof, the parties have executed this Contract and it shall be effective as of the last date written below.

Vendor:

Signature:

Signed by:

B0511B910000410...

Printed Name:

Kathleen Dobbels

Title:

SVP Operations

Date:

7/15/2026

UBI #

NA

Phone #

847 778 0408

City of Bellevue:

Signature:

DocuSigned by:

B00501001070410...

Printed Name:

Andrew Singelakis

Title:

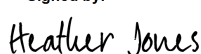
Director of Transportation

Date:

7/22/2026

Approved as to form

By:

Signed by:

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Attachment "A"

Scope of Services & Compensation

In consideration for payment as described in Section 10 of this Attachment, Vendor agrees to provide the following:

1 CAMERA SYSTEM

1.1 General Requirements

The Vendor shall provide a turnkey Speed Safety Camera (SSC) system designed to capture three high-quality digital images and a video of speed limit violators (approximately 12-seconds in length) in compliance with Washington State RCW 46.63.210–.260 and Bellevue City Code Chapter 11.49. The system shall support all statutory requirements related to automated enforcement. The SSC solution shall capture clear, evidentiary-quality images and video that document each violation, including vehicle speed, license plate, date and time, and location data. These records shall be formatted to meet Washington State requirements for notice of infraction issuance and adjudication. The Vendor's back-office system ("Back-End Network"), defined as the software platform used to receive and process violation data and images, manage violation review and notice issuance, support adjudication, reporting, and payment auditing, and perform other functions necessary for operation of the SSC program, shall be configured to align with Washington State and Bellevue-specific requirements, including law enforcement review, issuance of warnings or citations in accordance with local policy, and secure data handling. The Vendor shall work closely with the City to ensure all program elements—from deployment through violation processing—adhere to applicable legal standards.

1.2 Functional Requirements

The primary purpose of the SSC system is to capture clear evidentiary images of the vehicle and its license plate at the time a violation occurs. Each SSC unit shall produce three high-resolution full-color images and a high-definition color video clip (approximately 12-seconds in length) that include, at a minimum:

- a) Scene of the location where the violation occurred
- b) Motor vehicle speed at the time of the violation
- c) Rear license plate of the vehicle, clearly readable from the primary image
- d) Date of the violation (day, month, and year)
- e) Time of the violation (hours, minutes, and seconds)
- f) Location of the violation
- g) Frame sequence number

All data elements shall be imprinted along the bottom edge of the image frame without obstructing or degrading evidentiary value.

1.3 Additional Requirements

SSC units shall capture color images and include features that mitigate the effects of license plate covers, where feasible. Still images and video clips shall be available for City law enforcement review. All media shall protect driver and passenger privacy, ensuring faces are not visible. SSCs shall only record images when an infraction is occurring. Camera placement, illumination, and flash shall be configured to minimize distraction and safety risks to road users. Cameras shall be capable of dynamically adjusting to varying environmental and operational conditions, including changes in lighting (day/night), weather (rain, snow, overcast, bright sunlight), and vehicle speeds, to ensure clear and legible images.

1.4 Violation Detection and Accuracy

The Vendor shall provide a violation detection system that is accurate, reliable, and suitable for enforcement under real-world conditions. Each camera shall monitor speed violations from a single approach and be capable of capturing multiple vehicles across multiple lanes simultaneously, consistent with the specifications outlined in this contract.

At a minimum, the detection system shall:

- a) Use a bi-frequency, dual-radar architecture consisting of a primary speed radar and a secondary ranging radar
- b) Be aligned with the camera at an optimized angle of approximately 22 degrees relative to the travel lanes to ensure consistent accuracy of ± 1 mph or $\pm 1\%$ of the measured speed.
- c) Provide independent validation or third-party testing, with all detection data recorded, digitally signed, and encrypted
- d) Perform reliably under varying environmental conditions (rain, snow, sun glare, night, etc.).
- e) Support simultaneous monitoring of multiple vehicles across multiple lanes, with capacity for up to four lanes in transportable deployments and up to six lanes in fixed installations

All equipment shall be newly installed and represent the latest proven technology. The system shall have demonstrated effective operational performance.

2 DATA COLLECTION, PROCESSING, AND SECURITY

2.1 General Requirements

The Vendor shall provide a secure, web-based violation processing system. All systems, infrastructure, and data handling practices shall comply with industry best practices, applicable laws, the Criminal Justice Information Services (CJIS) Security Policy requirements, and the requirements set forth in Attachment “D” of this agreement. The Vendor shall:

- a) If required or requested, execute and maintain a CJIS Security Addendum as required by Washington State Patrol and/or FBI CJIS Division.
- b) If required or requested, provide documentation of a CJIS Security Audit conducted within the past 24 months and promptly share results of any subsequent audits.
- c) Maintain CJIS-compliant safeguards including role-based access, multi-factor authentication, encryption in transit and at rest, audit logging, and user accountability.
- d) As specified in Attachment D, notify the City within 48 hours of any security breach, unauthorized access, data loss, or system compromise, and cooperate fully in mitigation at the Vendor's expense.
- e) Ensure all personnel with access to City data complete CJIS background checks and required security training.
- f) Support workflows for review, approval, dispute resolution, dismissal, and adjudication while maintaining CJIS compliance.
- g) Provide documentation of compliance and support City-requested testing, audits, or inspections, including third-party verification as necessary.
- h) Acknowledge that all violation data—including images, video, speed records, analytics outputs, and metadata—are the sole property of the City of Bellevue. Violation data shall be handled in accordance with all applicable laws, and the Vendor may not sell, license, monetize, disclose or otherwise use City data without prior written consent from the City. If required by law to disclose City data, Vendor shall provide the City written notice of the legal requirement and disclosure as specified in Attachment D.
- i) Deliver a complete, verified export of all City data within 30 days of contract termination and permanently delete remaining data within 90 days, unless otherwise specified by Attachment E Retention Schedule, with certification of destruction in accordance with NIST SP 800-88 or equivalent.
- j) Maintain disaster recovery and business continuity plans to restore system functionality and City data within reasonable timeframes.

2.2 Media, Quality, and Privacy

SSC units shall generate still images and video clips accessible only to authorized personnel through secure system access.

- a) **Still Images:** A 12-megapixel camera shall capture evidentiary-quality images typically with a resolution of 4000X3000; minimum resolution of 1920x1080.
- b) **Video Clips:** Video shall be recorded at a minimum of 1080p at 30 fps.
- c) Systems shall utilize industrial-grade, high-dynamic-range cameras to accurately capture and discern license plates in all lighting and weather conditions, including nighttime, rain, glare, and other challenging environments.
- d) All units shall be configured for receding-only capture to protect driver and passenger privacy and comply with applicable laws. If incidental capture occurs, the Vendor shall use masking tools within the back-office system to obscure identifying features.
- e) Units shall mitigate effects of license plate covers or obstructions.
- f) Camera placement, illumination, and flash shall minimize distraction and safety risks.
- g) Viewing angles and optics shall clearly capture vehicles and license plates across all enforced lanes.

2.3 Data Reporting and Access

The Vendor shall support the City in reporting and data access to meet regulatory, planning, and program evaluation needs:

- a) **WTSC Compliance:** Support annual reporting consistent with the Washington Traffic Safety Commission (WTSC) automated safety enforcement data requirements, including formatting, validating, and transmitting required datasets. The Vendor shall accommodate updates to reporting requirements during the contract term.
- b) **Vehicle-Level Speed and Volume Data:** Provide access to speed and volume data for all detected vehicles, including those with violations, warnings, or no enforcement action, to support transportation planning, engineering analysis, system validation, enforcement oversight, equity analysis, and program evaluation. No images shall be recorded when violations have not occurred.
- c) **Dataset Requirements:** The Vendor shall provide the most granular dataset available, including, but not limited to:

- Speed data (e.g., percentile speeds, mean speed, bin distributions)
 - Volume data
 - Aggregation at the vehicle-level, hourly and/or daily for speed and volume data from all vehicles (customizable aggregation levels)
 - Data latency, retention, and archival practices
 - Quality assurance methods
 - Access method (e.g., secure API, database export, scheduled file transfer)
 - Limitations on volume, frequency, or historical retrieval
- d) **Data Format and Rights:** Data shall be provided in a non-proprietary, machine-readable format, including CSV, XLS, and PDF, without restrictive licensing. The City retains full rights to use the data for governmental purposes.
- e) **Granularity:** The Vendor shall provide unaggregated, vehicle-level speed and volume data.

2.4 Back End Network and Recordkeeping

The Vendor shall provide a Back End Network, defined as the software platform used to receive and process violation data and images, manage violation review and notice issuance, support adjudication, reporting, and payment auditing, and perform other functions necessary for operation of the SSC program, and supporting software that ensures full tracking, auditability, and analysis of all violations and vehicle speed/volume data. The system shall fulfill the following requirements:

a) Recordkeeping and Audit Trail

- Track all violations.
- Maintain an audit trail including dates and times of review and approval of violations (including the staff login that reviewed/approved violations), issuance and mailing of notices, review of violation pages, and any actions taken on violations.
- Support audits, program evaluation, enforcement oversight, and regulatory compliance.

b) Statistical Analysis and Reporting

- Enable statistical analysis of violations and related data over time, including trends, compliance patterns, and performance metrics.
- Generate reports suitable for City review, performance monitoring, program evaluation, and public-facing dashboards when appropriate.
- Provide configurable reporting and automated alerts for system events or exceptions.

c) Integration with Camera Calibration and Certification

- Link records of Camera and Equipment calibration and certification (see Section 3.2) to the Back End Network.
- Ensure certification reports, pass/fail results, and calibration evidence are stored, auditable, and available upon request by the City's project manager.

d) System Requirements

- Ensure all captured data and records are stored securely in compliance with CJIS and applicable data security standards, including but not limited to those listed in Attachment D.
- Provide role-based access and full traceability of all user activity within the Back End Network.

3. PROGRAM ADMINISTRATION AND REGULATORY COMPLIANCE

3.1 General Requirements

The Vendor shall support overall SSC program administration and ensure compliance with Washington State RCW 46.63.210–.260 and Bellevue City Code Chapter 11.49. The Vendor shall maintain all documentation, coordination, and support necessary to facilitate enforcement, audit, and regulatory obligations. The Vendor shall maintain a comprehensive chain of custody for all event data, leveraging digital signatures, checksum validation, and audit trails to ensure authenticity and detect any data alteration. The Vendor shall provide secure data storage and redundancy mechanisms, including high-availability database configurations and geographically replicated backups, ensuring data durability and availability for audits and regulatory review.

In addition, the Vendor shall enable the City to independently validate program performance and compliance through real-time reporting tools and access to detailed audit records, supporting both internal oversight and external audits.

3.2 Calibration and Certification

The Vendor shall provide monthly documentation verifying that all SSC units are properly calibrated and certified, demonstrating current maintenance and regulatory compliance. All calibration checks, internal testing, and certification reports shall be recorded in the Back End Network (Section 2.4) and made available for City audit, program evaluation, and verification upon request. These calibration activities shall include annual radar certification for all speed cameras through independent third-party testing, monthly speed validation checks, and operator and system-generated self-tests, with all results recorded in operational logs.

3.3 Audit and Regulatory Support

The Vendor shall assist the City with audits and compliance reviews, coordinate with Citystaff, and support public records requests related to SSC operations.

3.4 Court Support

The Vendor shall produce reports that include all fields required by the City for adjudicating specific incidents or infractions. The Vendor shall provide electronic data uploads compatible with King County District Court software after initial citation mailings, in accordance with Washington State and King County Court rules.

3.5 Public and Police Access

The Vendor shall provide a secure, web-based platform that allows:

- a) Registered vehicle owners to view images and video of alleged violations, accessible at all times using secure PIN authentication.
- b) Authorized Police and Court personnel to access evidence and supporting materials for enforcement and adjudication via a secure, web-based system, accessible from any location with internet access and with no additional software required.

4 PERFORMANCE MONITORING AND REPORTING

4.1 General Requirements

The Vendor shall provide regular statistical and operational reports accessible by City-authorized users through a secure, web-based portal to support City oversight, program evaluation, and program management. Reports shall be accurate, complete, and timely, enabling the City to monitor enforcement outcomes, system performance, and operational efficiency.

Reports shall include, at a minimum:

- a) Violations by location, direction, and time of day
- b) Number of rejected events, including breakdown by controllable, non-controllable, and non-violations, by location
- c) Number of events forwarded to Police for review by camera location
- d) Speed over posted limit per event
- e) Speed and compliance trends
- f) Violation payment statistics based on City-defined factors
- g) Ability to measure disparate impacts of automated traffic enforcement (e.g., tickets per capita by census block group or zip code of the registered vehicle owner)
- h) Ability to evaluate recidivism
- i) System uptime and maintenance response times
- j) Summary metrics suitable for management and City Council reporting

4.2 Reporting Intervals and Formats

Reported data listed in this section shall be available for City export at any time, with the exception of any reasonably required and noticed outage needed for system maintenance.

4.3 Transparency and Public Accountability

The Vendor shall support transparent SSC operations by providing data and technical assistance for camera placement reviews, public-facing reporting tools and dashboards, and integration with Police software, as applicable. All public-facing tools shall comply with federal and Washington state laws, privacy, cybersecurity, and City data governance standards, including but not limited to those described in Attachment D through the following methods:

- Role-based access control and least-privilege enforcement
- Encryption of data at rest and in transit
- Continuous monitoring and threat detection
- Defined data lifecycle management practices

5 SYSTEM INSTALLATION

5.1 General Requirements

The Vendor shall furnish, install, and maintain SSC units with all hardware, software, power supply, and communications components necessary to implement a fully operational Speed Safety Camera (SSC) system. The Vendor is responsible for ensuring all components function cohesively to deliver accurate enforcement and seamless system performance. All equipment provided under the awarded contract shall remain the property of the Vendor.

5.2 Initial 2026 Deployment

The Vendor shall provide all hardware, operational services, and transportable ground-mounted cabinets or fixed (pole-mounted) units necessary to deploy an anticipated 14 SSC units at seven locations within the City.

5.2.1 City Responsibilities

The City will provide a concrete pad at each location where transportable SSC units are deployed in areas lacking suitable hardscape. The City will also install all required advance warning signage at each site.

5.2.2 Vendor Responsibilities

The Vendor shall:

- a) Coordinate with the City to design, produce, and apply durable, City-approved exterior wraps, decals, signage, or finishes to the transportable SSC units that enhance visual appearance, align with Bellevue's community and parks aesthetic, and reference the City only with written approval, at no additional cost to the City.
- b) Maintain, repair, or replace all exterior wraps, decals, signage, or markings throughout the contract term to ensure visual quality, legibility, and compliance with City standards.
- c) Install, test, calibrate, and commission all SSC units on City-provided concrete pads, performing any additional site preparation and providing materials or equipment necessary for safe and effective deployment.
- d) Ensure all installations comply with applicable safety, electrical, and right-of-way standards.

The 2026 deployment shall use either transportable ground-mounted cabinets or fixed (pole-mounted) units and Vendor shall make good faith efforts to have the transportable ground-mounted cabinets fully operational by September 14, 2026.

5.3 Phased Expansion

Subject to City authorization, the SSC program may be expanded during the contract term to include up to 30 additional locations, for a total of up to 60 additional SSC units. If, during phased expansion, the City determines that any new SSC units will be deployed in a fixed (pole-mounted) configuration, the Vendor shall:

- a) Provide and install all hardware and equipment necessary for a fully functional SSC system, including but not limited to cameras, radar/lidar (type approved by the City), violation detection equipment, computer interfaces, software, flash strobes, poles, wiring, communications components, hand boxes, junction boxes, concrete bases, and all ancillary equipment required to make the SSC fully operational.
- b) Clearly mark all equipment, including junction boxes, with the Vendor's name and emergency contact information.
- c) Be responsible for all construction work, including obtaining construction permits and meeting associated requirements for installation of the SSC units.
- d) Provide all tools, equipment, and parts necessary for full installation, final inspection, and activation of each SSC unit. This includes power provisioning, mounting, and optimization of pole-mounted units, and returning the work area to its original condition after installation.
- e) Coordinate with the serving electric utility to establish a dedicated power connection and billing account for each SSC installation.
- f) Coordinate the installation and maintenance of high-speed internet/communication for event transmission at each location.
- g) Ensure all installations comply with applicable safety, electrical, and right-of-way standards.
- h) Pay all electricity and communication service costs associated with SSC operation for the duration of the contract term.
- i) Pay for all necessary upgrades, licensing, and permits required by the City or other applicable authorities.
- j) Pay prevailing wages for all trade work associated with installation and construction.

If, during phased expansion, the City determines that any new SSC units will be deployed in a transportable (ground-mounted) configuration, the Vendor shall:

- a) Provide and install all hardware and equipment necessary for a fully functional SSC system, including but not limited to cameras, radar/lidar (type approved by the City), violation detection equipment, computer interfaces, software, flash strobes, communications components, concrete bases, and all ancillary equipment required to make the SSC fully operational.
- b) Clearly mark all equipment with the Vendor's name and emergency contact information.
- c) Be responsible for all construction work, including obtaining construction permits and meeting associated requirements for installation of the SSC units.
- d) Provide all tools, equipment, and parts necessary for full installation, final inspection, and activation of each SSC unit. This includes power provisioning when needed, optimization of ground-mounted units, and returning the work area to its original condition after installation.
- e) Ensure all installations comply with applicable safety, electrical, and right-of-way standards.

- f) If reasonable, coordinate with the City to design, produce, and apply durable, City-approved exterior wraps, decals, signage, or finishes that enhance visual appearance, align with Bellevue's community and parks aesthetic, and reference the City only with written approval, at no additional cost to the City. If costs are unreasonable based on a good faith determination by the Vendor, the Vendor may require a Change Order process in order to comply with this subsection and subsection (g).
- g) Maintain, repair, or replace all exterior wraps, decals, signage, or markings throughout the contract term to ensure visual quality, legibility, and compliance with City standards.
- h) Pay for all necessary upgrades, licensing, and permits required by the City or other applicable authorities.
- i) Pay prevailing wages for all trade work associated with installation and construction as required by law.

5.4 Feasibility and Baseline Studies

The Vendor shall perform feasibility and/or baseline studies at SSC locations being considered or selected for inclusion in the SSC program. Any traffic studies conducted as part of a site selection process shall occur at the target location and for a period of at least 72 continuous hours. Requested studies shall be provided within 30 business days of request and at no cost to the City. Study results shall include traffic volumes, speed distribution, and other relevant site-specific data (e.g., an assessment of sight lines, power requirements, mounting options, underground utilities, etc.) to inform optimal SSC placement and enforcement effectiveness.

5.5 Deployment Flexibility

The Vendor shall be capable of deployment in either fixed (pole-mounted) or transportable (ground-mounted cabinet) configurations. Additional SSC units may be deployed in multiple phases at the City's sole discretion authorized in writing. Total new installations shall not exceed twenty (20) units per calendar year unless expressly authorized in writing by the City. For any newly deployed transportable units, the Vendor shall coordinate with the City to apply durable, City-approved exterior wraps or finishes that align with Bellevue's community and parks aesthetic.

5.6 Relocation and Program Flexibility

At the City's direction, the Vendor shall remove, relocate, and/or replace SSC units to support phased, rotating, or temporary deployments. All such relocations or replacements shall be completed at no additional cost to the City. The Vendor shall ensure that relocated units continue to meet all operational, safety, and regulatory requirements, including calibration, secure installation, and compliance with lighting and traffic conditions. For transportable units, the Vendor shall coordinate with the City to maintain or update exterior wraps as needed to preserve consistency with Bellevue's community and parks aesthetic.

5.7 Implementation Schedule / Timeline – Initial 2026 Deployment

The Vendor shall deploy up to 14 SSC units at seven locations in the initial 2026 deployment, ensuring full operational readiness in alignment with the City's warning and citation schedule. Deployment, including all milestones listed below, shall be completed by September 14, 2026.

Project Implementation Schedule - 2026

Name	Responsible Party	Notes and Dependencies
Contract Award	City of Bellevue	Council Award on July 14, 2026
Notice to Proceed	City of Bellevue	On or around July 15, 2026
Stakeholders Kick Off Meeting	Verra Mobility and City of Bellevue	
Location Site Designs	Verra Mobility	Conduct site visit to design and submit plans
Location Site Permitting	Verra Mobility and City of Bellevue	The Vendor shall obtain and comply with all required Right-of-Way, Land Use, Traffic Control and other

		applicable permits necessary for installation and operation of SSC units. City will provide reasonable assistance to expedite permits.
Business Rules Refresh / Validation	Verra Mobility and City of Bellevue	Complete Business Rules validation and implement any changes
Coordination to Validate Interface with King County Court	Verra Mobility and King County Court	
Marketing Development and Release	Verra Mobility and City of Bellevue	Collaborate with City on public awareness efforts
System Wrapping (Design, Procure, Install)	Verra Mobility and City of Bellevue	Collaborate with City on developing wrapping and obtain City approval
System Shipping	Verra Mobility	
Confirm Signage and Pad Readiness	Verra Mobility and City of Bellevue	System installation will be dependent on the concrete pad readiness; Signage and pad installation to be completed by July 14, 2026
System Installation	Verra Mobility	
Deployment / System Testing	Verra Mobility	
Submit Testing Results to City	Verra Mobility	
Testing Acceptance	City of Bellevue	
Warning Live Phase	Verra Mobility and City of Bellevue	Warning phase start date of August 14, 2026
Client Training	Verra Mobility	
Operational Acceptance	City of Bellevue	
Citation Live Phase	Verra Mobility and City of Bellevue	Citation phase start date of September 14, 2026

Vendor Requirements

1. Detailed Project Schedule: The Vendor shall submit a preliminary project schedule with key milestones listed above and demonstrating the ability to meet them. Within 10 business days of the Notice to Proceed, Vendor shall provide a detailed Gantt chart or equivalent project schedule showing start and finish dates for all project tasks.
2. Contingency Planning: The Vendor shall identify potential critical path risks (e.g., delayed pad installation, equipment malfunction) and provide mitigation strategies, including backup deployment methods or temporary solutions to avoid delays in warning or official citations.
3. Coordination with City: The Vendor shall coordinate with the City's Transportation Department to confirm pad readiness, signage placement, and any access or safety requirements prior to installation.
4. Pre-Operational Testing & Reporting: The Vendor shall submit a written report of testing results to the City before August 14, 2026.
5. Warning Period Operations: All events captured during the warning period shall be clearly flagged in the system to ensure that these data are not used for official enforcement but are available for City review and program evaluation.

6 PERMITS, SUBCONTRACTORS, AND COORDINATION

6.1 Permits and Regulatory Compliance

The Vendor shall obtain and comply with all required Right-of-Way, Land Use, Traffic Control, electrical, and other applicable permits necessary for installation and operation of SSC units. The City will use reasonable efforts to assist the Vendor in securing such permits and agreements.

6.2 Subcontractors

The Vendor may engage subcontractors to perform portions of its responsibilities; however, no portion of the work may be subcontracted without the City's prior express written consent. The Vendor shall remain fully responsible to the City for all acts, omissions, performance, and compliance of any approved subcontractors.

6.3 Installation Plans and Coordination

The Vendor shall prepare detailed installation and maintenance plans for all SSC locations, which plans shall become the property of the City upon submission. All installation and upgrade work shall be coordinated with the City's Transportation Department and any other designated City representatives. Installation sites shall be mutually agreed upon by the Vendor and the City following issuance of a written Notice to Proceed.

7 TESTING, REPAIR, AND MAINTENANCE

7.1 Responsibility

The Vendor is fully responsible for the repair, maintenance, and upkeep of the SSC system and all related equipment, ensuring that camera casings and components remain clean, graffiti-free, and fully operational. All costs associated with maintenance (including the removal of obstructions that interfere with clear visibility of cameras), repairs, or replacement of equipment shall be absorbed by the Vendor. The Vendor shall provide continuous and uninterrupted monitoring, preventive maintenance, remote diagnostics, and rapid field response.

The Vendor shall maintain a documented preventive maintenance program that includes:

- a) Scheduled inspections, firmware updates, and calibration
- b) Logs of all maintenance activities and corrective actions
- c) Root cause analysis of recurring malfunctions
- d) Recommendations to prevent future issues

The Vendor shall submit a detailed maintenance plan to ensure continuous, reliable SSC system operation and prompt resolution of any issues for City approval within 10 days of Notice to Proceed, including:

- a) A comprehensive maintenance schedule
- b) Staffing plan for all maintenance functions
- c) Procedures for routine and emergency repairs
- d) Technician availability and response protocols for inoperable SSC units

7.2 System Malfunction Response and Downtime Credit

The Vendor shall promptly respond to any SSC system malfunction, error, or physical incident and take all necessary actions to restore service, minimize enforcement interruptions, and maintain system reliability.

- a) The Vendor shall respond to any vehicle-camera collision and clear debris from the roadway within one business day of the event.

- b) The Vendor shall respond to any camera or system malfunction within 24 hours of detection and make all reasonable efforts to restore the system to full operational status within 72 hours.
- c) If a Vendor system is not fully operational within 72 hours of the incident being reported, the Vendor shall credit the City's monthly invoice in an amount equal to the prorated fixed monthly fee for the affected approach for each day the approach remains inoperable, including the initial 24 hours. Outages exceeding 30 consecutive days constitute a material breach and entitle the City to terminate the affected unit's service order without penalty.
- d) Downtime caused by weather events (e.g., windstorms, flooding, ice, or snow) will count toward the monthly uptime calculation. However, events exceeding National Weather Service warning thresholds (wind greater than 40 mph or snowfall greater than 4 inches) will not count toward downtime for the first 48 hours following the event. Force majeure claims do not excuse weather-related downtime unless the event is officially declared a local or state emergency.

7.3 Automated Alerts

The SSC system shall automatically notify designated City personnel of any system failure, malfunction, or other condition that would render the system inoperable. Alerts shall include a timestamp, system location, and a description of the issue. Any verified performance issue shall be acknowledged within one business day of identification or notification and resolved within five business days in accordance with County requirements.

7.4 Preventive Maintenance

To ensure continuous, reliable operation of the SSC units, the Vendor shall implement a proactive preventive maintenance program. This program shall include routine inspections, firmware updates, calibration, and cleaning, all documented in maintenance logs provided to the City. These preventative maintenance activities shall at minimum include:

- a) Cleaning of all glass, camera enclosures, lens covers, and related components to ensure they remain clean, graffiti-free, and unobstructed
- b) Inspection of enclosures, seals, and locking mechanisms
- c) Inspection and tightening of all cables, connections, and terminations
- d) Full system functionality testing, including triggering, imaging, and video performance
- e) Site inspections to identify obstructions (e.g., vegetation, signage visibility issues), with documentation and escalation for corrective action. Obstructions that impact camera visibility or functionality shall be addressed by the Vendor. Obstructions that impact signage visibility shall be reported to the City for corrective action.
- f) Electrical testing, including voltage verification and grounding checks
- g) System calibration and verification to ensure accuracy and enforceability of captured events

Any recurring issues identified during preventive maintenance that affect system operation, data integrity, citation enforceability, or the ability of an SSC unit to meet performance requirements shall be reported to the City within one (1) business day of discovery, together with recommended corrective and preventive actions. Other recurring maintenance issues shall be documented in the Vendor's periodic maintenance reports, including the nature of the issue, frequency of occurrence, corrective actions taken, and recommendations to prevent recurrence.

Maintenance activities shall occur at manufacturer-recommended intervals or at least quarterly. Maintenance of each SSC unit and associated equipment shall be scheduled during off-peak hours, performed with minimal obstruction to traffic lanes, and comply with any limitations the City places on days, hours, or locations where service vehicles may be parked.

7.5 Performance Metrics and Reporting

The Vendor shall maintain a minimum SSC system uptime of 95% per calendar month. The Vendor shall provide monthly maintenance and performance reports, including the number and duration of outages per system/location, response and resolution times for reported issues, preventive maintenance activities performed, and recommendations for improvements or upgrades. Reports shall be submitted electronically or made accessible to the City.

8 VIOLATION PROCESSING

8.1 Image Capture and Quality

The Vendor shall ensure the SSC system captures clear, legible, and identifiable images of each infraction or violation. Images shall provide sufficient detail for an unbiased reviewer to assess fault, including any extenuating circumstances relevant to the violation. All images shall include required enforcement information and be formatted for efficient review by City personnel.

8.2 Image Screening and City Review

The Vendor shall screen all captured images on a daily basis to verify image quality, equipment functionality, and compliance with the City's enforcement criteria. Images that clearly do not represent valid violations, including but not limited to unreadable license plates, equipment errors, duplicate captures, or other invalid events, shall be excluded from further processing.

Upon completion of the Vendor's quality-control screening and receipt of all required registered owner information, the Vendor shall make all potential violations available to the Bellevue Police Department for review no later than seven (7) calendar days of the violation occurrence. The Vendor shall ensure that candidate violations are processed and presented in a manner that allows the City sufficient time to complete its review and issue Notices of Infraction in compliance with applicable statutory deadlines.

The Vendor shall maintain screening logs documenting the image review process, including images excluded from further processing, quality-control actions, City review determinations, and any subsequent adjustments. The Vendor shall maintain a documented chain of custody for all images and related evidence from the time of capture through issuance of a Notice of Infraction or warning, as applicable. All logs and supporting records shall be retained in accordance with the Contract and made available to the City for audit or court proceedings upon request.

The City's designated staff within the Bellevue Police Department shall determine whether a violation has occurred. Following City approval, the Vendor shall issue and file the corresponding Notice of Infraction in accordance with the timelines established in Section 8.3. Nothing in this Section shall be construed as establishing a contractual performance deadline for the City's review or enforcement determination.

8.3 Issuance of Notices of Infraction

Upon the City's determination of a violation, the Vendor shall issue and file the corresponding NOI with King County District Court within one (1) business day after Bellevue Police Department approval if received prior to 2:00 PM (AZ time), or two business days after approval if received at or after 2:00 PM (AZ time), in compliance with statutory deadlines. Each NOI shall include all information required under Washington law as enacted or hereafter amended, including but not limited to the infraction, penalties, response options, and deadlines. At the City's request, Vendor shall provide a mock-up example citation. The City shall review the example citation for compliance with applicable laws. Verra shall not make substantive edits to the citation format without the City's prior review and written approval. Verra shall only issue and file citations on the NOI format approved by the Administrative Office of the Court.

Recurring late filings attributable to the Vendor constitute a material breach of this Contract.

The Vendor shall maintain automated records of City authorization, issuance, and filing dates and include a monthly filing compliance report as part of performance reporting under Section 4.

8.4 Court Compliance

The Vendor shall obtain and maintain a current agreement with King County District Court for the issuance of the citations as needed. The Vendor shall work with the Court, including the Administrative Office of the Courts as applicable, to obtain approval of NOI documentation, templates, and electronic submission requirements.

All NOIs issued by the Vendor shall comply with applicable King County District Court rules and Washington State law. The Vendor shall maintain and operate the interface with the Court to transmit NOIs in the court-approved electronic format. The Vendor's responsibility ends upon successful issuance and filing of the NOI.

After issuance, King County District Court assumes full responsibility for all subsequent processing, including payment collection, adjudication, transfer of liability, dismissals, and hearing scheduling. The Vendor has no responsibility for these downstream actions.

The Vendor shall coordinate with the Court to ensure all NOI documentation and processes remain current with any updates to court rules or statutory requirements.

8.5 Access to Vehicle Owner Information

The Vendor shall, at its sole cost, maintain a subscription to VOIDS/IVIPS from the Washington Department of Licensing (or an equivalent service) to access:

- a) Mailing and residence addresses (VOIDS)
- b) Purchaser information for vehicles with a reported sale on file

This information shall be used exclusively for enforcement purposes and the issuance of Notices of Infraction.

8.6 Warnings in Lieu of Infractions

The Vendor shall have the capability to issue warnings instead of Notices of Infraction (NOIs) when directed by the City, such as during the initial activation of cameras at a new location, a speed limit change, or following a period of enforcement inactivity. The process for issuing warnings shall mirror the process for issuing NOIs, including City review and authorization.

Expert Testimony. For contested infractions, the Vendor shall provide expert witness testimony regarding the accuracy and technical operation of the SSC system, as needed to reasonably protect the interests of the City and the Vendor. The Vendor shall also provide courts of competent jurisdiction with a statement of technology describing system operation and evidentiary reliability. Such support shall be provided upon receipt of a written request from the City at least 14 calendar days in advance of a court proceeding, if required by the court or prosecuting authority.

9 CUSTOMER SERVICE, EDUCATION, AND OUTREACH

9.1 Customer Support

The Vendor shall provide a toll-free telephone number, available Monday through Friday from 5:00 a.m. to 5:00 p.m. PT, to respond to citizen inquiries regarding the SSC program, and a secure website where registered violators can review still images and video clips used by police. In addition, the Vendor shall provide a 24/7 Interactive Voice Response (IVR) system, allowing violators to access real-time citation information using their citation or license plate number, including details on how to view and pay citations online. The Vendor shall respond to all public inquiries within two business days and establish an escalation protocol for complaints or system concerns. A documented tracking system shall be maintained and accessible to City staff to monitor response times and outcomes.

9.2 Public Education and Outreach

The Vendor shall support the City's public information and education efforts, including preparation of press releases and coordination of any public launch of the SSC program. The Vendor shall coordinate closely with the City on all outreach activities and, as requested, attend public meetings to assist City staff in demonstrating the SSC system. The Vendor shall provide ongoing outreach support before launch, during implementation, and throughout the life of the program. These support materials shall include website content, FAQs, graphics, videos, social media toolkits, and educational materials, tailored to the City's needs. All costs for print, production, or distribution of materials are the sole responsibility of the City.

9.3 Personnel Qualifications and Assignment

The Vendor shall assign qualified, certified personnel to perform all required services. Any changes in management or project supervisory personnel shall be communicated to the City in writing.

9.4 Training

The Vendor shall provide training for all applicable City personnel on the operation of the SSC system and software, including procedures for accessing and presenting violation data for enforcement or judicial proceedings. Training shall include all necessary documentation and user manuals to support ongoing City use. The Vendor shall also provide training for court personnel on system use and evidence handling in a judicial context. The Vendor shall provide ongoing support including user guides, comprehensive documentation, refresher training, and onboarding for new users.

10 MONTHLY FEE AND CONTRACT PERIOD

10.1 Monthly Fee

The City will pay the Vendor a fixed monthly fee per SSC unit, covering all equipment, operational services, and deliverables required to operate the SSC system. No portion of the Vendor's fee will be based on a percentage of fines collected or the revenue generated by the equipment. Start-up and installation costs are the responsibility of the Vendor.

The monthly fee is comprehensive and includes all costs related to the Vendor's obligations under this agreement unless explicitly stated otherwise.

Fixed SSC Unit	\$4,250/ month for up to 500 citations issued
Fixed SSC Unit	\$4,750/ month for 501 to 1,000 citations issued
Transportable SSC Unit	\$4,250/ month for up to 500 citations issued
Transportable SSC Unit	\$4,750/ month for 501 to 1,000 citations issued

Processing fee \$ 5 per citation issued above 1,000 citations per system per month

10.2 Payment Adjustments

If, in any month, the fixed monthly fee exceeds the revenue actually received by the City from SSC operations ("Monthly Enforcement Revenue"), the City will pay only the Monthly Enforcement Revenue for that month.

The difference between the fixed monthly fee and the Monthly Enforcement Revenue ("Monthly Shortfall") will carry forward and be added to the following month's payment. Monthly Shortfalls will continue to accumulate until fully paid, provided that the City is not obligated to pay more than the Monthly Enforcement Revenue in any given month.

10.3 Annual Fee Adjustment

Fixed monthly fees will remain unchanged through the end of calendar year 2028. Beginning January 1, 2029, and annually thereafter, either party may request a fee adjustment, not to exceed the lesser of:

- a) 3%, or
- b) The annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bellevue metropolitan area, as published by the U.S. Bureau of Labor Statistics for the preceding calendar year.

Any fee adjustment requires mutual written agreement and will not take effect until 30 days after written notice. Fee adjustments are not permitted during any period in which the Vendor is in breach of a material Contract obligation.



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

Attachment "B" - Insurance Requirements

The Vendor shall carry and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Vendor. Insurance shall meet the following unless otherwise approved by the City.

A. Minimum Insurance:

- Commercial General Liability coverage with limits of \$1,000,000 per occurrence/
\$2,000,000 annual aggregate.
- Business Automobile Liability Coverage with limits of \$1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits of \$1,000,000 per accident/disease/policy limit.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
- Excess/Umbrella Liability Insurance with an acceptable limit of coverage of \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance and employers liability as required by the contract.

B. Additional Insurance:

- Professional Liability with limits of \$5,000,000 per claim and as an annual aggregate. Claims-made coverage is acceptable provided an extended reporting period (tail) of 3 years following termination of this Contract is maintained if coverage is cancelled or not renewed.
- Technology Errors and Omissions including Cyber Liability coverage with limits of \$5,000,000 per occurrence and as an annual aggregate.

C. Self-Insured Retentions:

Self-insured retentions must be declared to the City in writing. The Vendor declares and the City acknowledges the Vendor has a Self-insured retention for Cyber Liability coverage.

All self-insured retentions and deductibles shall be the sole responsibility of the Vendor and shall be disclosed to the City. No retention shall materially impair coverage required under this Agreement.

D. Other Provisions:

1. Commercial General Liability policies must be endorsed to:
 - a. Include the City, its officials, employees and volunteers as additional insureds,
 - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
 - c. Provide waiver of subrogation in favor of the City, its officials, employees, and volunteers.
2. Vendor or its Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect unless replaced without lapse in coverage.

E. Acceptability of Insurers:

Insurance shall be placed with insurers with an AM Best rating of A:VII or better.

F. Verification of Coverage:

Vendor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences.

G. Subcontractors:

Vendor shall require all subcontractors at every tier to maintain insurance meeting or exceeding all requirements of this Agreement. Vendor shall obtain and retain certificates of insurance from subcontractors and provide them to the City upon request.

H. Waiver of Subrogation:

Vendor and its insurers waive all rights of recovery and subrogation against the City, its officials, employees, and volunteers for all losses covered under required insurance.

I. Failure to Maintain Insurance:

Failure to maintain required insurance shall constitute a material breach of Contract. The City may, but is not obligated to, procure such insurance on Vendor's behalf, and Vendor shall reimburse the City for all costs immediately upon demand.

J. No Limitation of Liability:

Insurance requirements shall not limit or reduce Vendor's liabilities under this Agreement or applicable law.

ATTACHMENT "C"

Equal Opportunity Requirements & Affidavit of Title VI Compliance

Equal Opportunity Requirements Section - General

Instructions:

Applications: The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Section 4.28.170 of the Bellevue City Code (BCC). All contractors, subcontractors, consultants, vendors, and suppliers who contract with the City in a total amount of thirty-five thousand dollars or more within any given year, or as requested by the City, must comply with these requirements. **Affidavit:** Before being considered for a contract of the magnitude listed above, all contractors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Procurement Services Division.

Compliance: The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors, or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

City contact: The City's Compliance Office is the Procurement Services Manager, and specific questions pertaining to this section may be directed to the Procurement Services Manager at (425) 452-7876.

Bellevue City Code Excerpt:

Section 4.28.170 of the Bellevue City Code establishes the requirements for all contractual service providers:

"All contractors, subcontractors, consultants, vendors, and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand dollars or more within any given year, or as requested by the City, are required to take affirmative action and comply with the following requirements of this section.

There shall be included in any contract between such contractual services providers and the City of Bellevue the following provisions:

1. Contractor shall make specific and constant recruitment efforts with minority and women's organizations, schools, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Contractor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women contractors shall be notified in writing of any bids advertised for subcontract work.
3. Contractor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Contractor shall actively consider for promotion and advancement available minorities and women.
5. Contractor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Contractor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Contractor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants, or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. All documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Division. The Procurement Services Manager shall serve as the compliance officer for the City and is authorized to develop and issue procedures for the administration of this section."

Interpretations:

In order to more readily determine compliance with BCC 4.28.170, the following interpretations are provided:

Requirement 1. When a contractor needs to recruit, they must notify minority and women's organizations, schools, and training institutions of the job opportunity and qualifications. Such "notification" can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area.

When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation,
Revised 10/2025

upon request by the City, that the hiring hall has an equal opportunity policy.

Requirement 2. When a contractor intends to subcontract out any work they shall notify minority and women contractors of the subcontract work and qualifications. The requirements to notify minority and women contractors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a contractor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

Requirement 4. If and when a contractor promotes or advances employees, the contractor must consider all eligible and qualified employees.

The City of Bellevue reserves the right to audit all contractors for compliance with the requirements set forth in BCC 4.28.170.

Requirement 5. A contractor can make efforts to encourage present minority and women employees to help recruit by encouraging all employees to help recruit qualified employees.

Affidavit of Title VI Compliance Section -

Assurances for Consultants, Contractors, Subcontractors, Suppliers, and Manufacturers (collectively referred to herein as Contractor)

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identification, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identification, or national origin.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Contractor shall include the provisions of BCC 4.28.170(A)(1) – (7) outlined above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Attachment "D" Information Security Requirements

Consultants with access to City data or systems shall provide their services in a manner consistent with the City's Information Security policies. This includes, but is not limited, to ensuring that user accounts are known only by the individual assigned access, and not shared with anyone unless approved by the City in advance. If Consultants have remote access into systems with City data, Consultants shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus, and malware signatures.

Consultants are required to protect City data per the following table:

Critical	The most private and restricted type of data stored, processed or transmitted by the City (e.g. credit card data, individually identifiable health information, social security numbers, but does not include Event or Violation data). This type of data must be strictly monitored and controlled at all times. When in electronic form, such data must be stored and transmitted in encrypted form. The data also must be version controlled, and must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure Contract (NDA) with the City. Unauthorized disclosure or use of such data would violate laws, regulations or standards and/or cause a significant adverse impact to the City, its citizens, or business partners.
Confidential	Data that is private and restricted (e.g. detailed information about the City's security controls or computer network, citizen account information, employee performance reviews, Event and Violation data). This includes data which by statute is specifically exempted from public disclosure. Such data must be restricted to those having a need for specific access in order to accomplish a legitimate task. When in electronic form, such data may be stored and transmitted in encrypted form. The data may be stored on the Vendor's SAAS, but otherwise must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners of Vendor who have been disclosed to City as a subcontractor of Vendor and who need such data to perform the Services as contemplated in this Agreement or who have executed an approved non-disclosure Contract (NDA) with the City. Unauthorized disclosure or use of such data may violate laws, regulations or standards and/or would likely cause a significant adverse impact to the City, its citizens, or business partners.

A Vendor responsible for providing managed hosting services (such as hosting a website on behalf

of the City), the Vendor shall ensure that website, access control systems, and supporting Operating Systems and Applications are secure. At a minimum, this includes an annual review of all users with access to the systems, applications, and code provided by Vendor, an annual independent security assessment which includes vulnerability scans, network and application layer penetration tests, code reviews. Independent shall mean that the persons conducting the security assessment will be independent of the design, installation, or maintenance of the systems. Vendor shall have a centralized logging, monitoring, and alerting systems in place such as an Intrusion Detection System (IDS) or Log Management Server. All systems which store, process, or transmit City data shall have updated anti-virus and updated security patches for all software that is no later than 30 days old.

These requirements are not substitutes for the Vendor's obligations under applicable regulatory requirements including, but not limited to, the Payment Card Industry (PCI), Criminal Justice Information System (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), or State Laws. If Vendor has access or retains data that is considered critical or confidential by the City, Vendor acknowledges that it will properly turn over or destroy all data upon termination of the contract as specified in the Agreement, including Attachment E Retention Schedule. Vendor shall provide prompt notice to the City of any confirmed or suspected security breach affecting the City's data or informational infrastructure that supports the City's contracted services. Prompt notice shall mean within four (48) hours of discovery of the confirmed breach. Notice will be provided by e-mail and telephone to City's primary technical contact and primary business contact.

The Services provided under this Agreement also require the Parties agree to the following terms related to software as a service (SaaS) and Data Security.

- 1. Grant of License to Access and Use Service.** For the terms of this Agreement including any renewals, Vendor hereby grants to City, including to all its Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide license to access and use the Vendor's Services for City's non-commercial government operations as further described in Attachment A, Scope of Work. Upon expiration or termination of the Agreement, this license shall immediately terminate and City must cease use of Vendor's Services associated with this license. City shall refrain from taking any steps such as reverse assembly or reverse compilation, to derive a source code equivalent to the Services.
- 2. City Data/Vendor Obligations.**
 - 2.1. Ownership.** City owns all of the information and materials that it submits, uploads or transfers, or causes to be submitted, uploaded, or transferred to the SAAS or Services (City Data). Vendor shall not use City Data to train, develop, or enhance any artificial intelligence model, machine-learning system, or analytics capability except as explicitly required to provide services to the City within Vendor's isolated, City-specific environment. City grants to Vendor and its affiliates and its contractors a non-exclusive, worldwide, royalty-free, fully paid, non-sublicensable, and non-transferable license to use and reproduce City's Data solely to provide and support City's use of the SAAS or Services.
 - 2.2. Data Protection.** Vendor shall maintain and handle all of City's Data with commercially reasonable physical, electronic, and procedural safeguards per Section 3 Information Security Requirements, to protect and preserve the confidentiality and security of City's Data (including personal information) in accordance with applicable data protection legislative requirements and as further described in Vendor's policies which should reflect the highest industry standards for privacy and security, which applicable policies are incorporated herein by reference.
 - 2.3. Data Restrictions.** Vendor shall restrict access to City Data to Vendor employees, affiliates' employees, or others who need to know that information to provide services to City. Vendor will use City Data for the purposes described in this Agreement. Vendor will not sell, license, transmit or disclose this information outside of Vendor's business unless: (1) City expressly authorizes Vendor to do so; (2) otherwise as Vendor is required by law after written notice to City of such requirement.
- 3. Information Security Requirements**
 - 3.1. Purpose.** This Addendum sets forth additional security, disaster recovery, and operational standards for Vendors that provide any form of Software-as-a-Service (SaaS), cloud-based solution, or managed hosting service on behalf of the City.

- 3.2. Scope. This Addendum applies only to Vendors who (a) store, process, or transmit City data on non-City infrastructure; (b) manage hosted solutions or environments for City-related operations; or (c) provide cloud-based software used by the City.
- 3.3. Regulatory Compliance. The Vendor acknowledges that these additional controls do not replace any other regulatory or statutory obligations (e.g., PCI-DSS, HIPAA, CJIS, Washington State Laws). In case of conflict, the requirement offering the highest level of protection for City data will govern. The Vendor remains responsible for adhering to all applicable laws and standards relevant to the services provided.
- 3.4. Hosting and Security Requirements
- 3.4.1. Annual User Access Review. The Vendor must annually review all user accounts and privileges specific to its hosted environment, immediately removing any unnecessary or unauthorized access.
- 3.4.2. External and Internal Security Evaluations. Within sixty (60) days before the start of the ContractTerm—and regularly thereafter—the Vendor shall conduct:
- External vulnerability scans and penetration tests on internet-facing firewalls, routers, and servers.
 - Authenticated internal vulnerability assessments of its systems to identify potential weaknesses or policy inconsistencies.
 - An independent third party must perform at least one annual security assessment, which may include code reviews. The Vendor shall provide proof of these assessments to the City upon reasonable request and promptly remediate any identified risks.
- 3.4.3. Centralized Logging, Monitoring, and Alerting. All systems hosting City data must include logging, monitoring, and alerting tools (e.g., IDS, log servers) capable of detecting suspicious activity or breaches. Retained logs must meet any legal or contractual timeframe. The Vendor must promptly investigate and address all alerts.
- 3.4.4. Patching and Anti-Virus. Hosted systems must be maintained with current security patches and anti-malware protection. No critical security patch may be older than thirty (30) days without the City's written approval.
- 3.5. Backup and Data Protection
- 3.5.1. Backup Frequency. Data, transaction logs, and other critical components necessary for system restoration must be backed up at least once per day, stored offsite or in a separate, secure geographic location. If a Service Level Agreement (SLA) or Recovery Point Objective (RPO) requires more frequent backups, the Vendor must follow that schedule.
- 3.5.2. Solution Availability. The Vendor shall architect its solution to meet the City's stated availability goals and Recovery Time Objective (RTO). Techniques such as geographical redundancy, load balancing, or clustering are encouraged to maintain the required uptime.
- 3.5.3. Encryption. Any backup containing data subject to CJIS, PCI, HIPAA, or other sensitive classifications must be encrypted or secured via an equivalent method approved by the City.
- 3.6. Disaster Recovery (DR)
- 3.6.1. Critical Solutions. If the City designates a solution as "critical," the Vendor must maintain a geographically and seismically diverse DR site with near-real-time replication of the production environment. Should an outage threaten to exceed the agreed-upon RTO, the Vendor must execute its DR plan immediately.
- 3.6.2. Non-Critical Solutions. For solutions not classified as critical, the Vendor shall maintain a documented DR plan demonstrating how the RTO will be met in an outage. DR testing must occur regularly, and a call-tree of key City contacts must be updated to ensure timely notification when the DR plan is activated.
- 3.7. Identity and Access Management
- 3.7.1. Active Directory Integration. The Vendor's hosted environment should integrate with the City's Active Directory (AD) or a SAML-based single sign-on for user authentication. If AD or SSO is unsupported, the Vendor must receive permission and a written exemption from the City's IT department.
- 3.7.2. Multi-Factor Authentication (MFA). The Vendor must implement MFA for all administrative or privileged accounts as well as standard end-user accounts to safeguard City data in hosted or cloud environments.

- 4. Intellectual Property Ownership.** Vendor (and its Licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the SAAS and Service, the Content, the Software, and in its Technology and any updates to, derivative works of, improvements or upgrades to, enhancements of, and other developments of the foregoing. This Agreement does not convey to City any rights of ownership in or to the Vendor's Service, Technology, Software or its Intellectual Property Rights owned by Vendor and its Licensors, where applicable. Vendor Technology is licensed, not sold, even if such words as "sale" or "purchase" are used. This Agreement does not contemplate custom development on behalf of the City of Bellevue of software or technology.
- 5. Non-Disclosure of Confidential Information.** The Parties' obligations regarding non-disclosure of Confidential Information is contained in this section. All Confidential Information is and shall remain the property of its owner to the extent consistent with applicable law. The disclosure of Confidential Information to the other party does not grant to it any express or implied right to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein.
 - 5.1. Limitations: The Parties recognize that in a SAAS Agreement (as presented in Attachment "D" of this Agreement), the City is placing its information, including Confidential Information, on the Vendor's hosted software application. In providing this hosted service, the Vendor is not disclosing or providing City with its confidential information such as its source code or other proprietary or intellectual property technology. City therefore cannot modify, reverse engineer or otherwise decompile Vendor's technology and City has committed to not doing so in this Agreement. Thus, this Section describes Vendor's obligations with respect to City's confidential information provided to Vendor.
 - 5.2. Definition of Confidential Information and Exclusions. "Confidential Information" means non-public information on Vendor's SAAS that City designates as being confidential or which, under the circumstances surrounding disclosure Vendor ought to be treated as confidential, including but not limited to information in tangible or intangible form relating to and/or including City data, computer programs, code, algorithms, formulas, processes, inventions, schematics and other technical, business, financial and product development plans, forecasts, strategies and proprietary or intellectual property whether or not it is owned by City and information received from others that City is obligated to treat as confidential. Except as otherwise indicated in this Agreement, the term "Vendor" also includes all its Affiliates. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, controls, are controlled by, or are under common control with a party.
 - 5.3. Obligations Regarding Confidential Information. Except as otherwise provided herein, Vendor shall:
 - 5.3.1. Take reasonable security precautions as stated in Section 3, at least as great as the precautions it takes to protect its own confidential information, but no less than prevailing standard of reasonable care in the Vendor's industry, to keep confidential the Confidential Information of the City; and
 - 5.3.2. Refrain from disclosing, reproducing, summarizing and/or distributing City's Confidential Information except in pursuance of Vendor's business relationship with City, or only as otherwise provided hereunder.
 - 5.3.3. Notwithstanding anything to the contrary herein, City and Vendor will disclose Confidential Information in accordance with judicial action, federal or state public disclosure requirements, state or federal regulations, or other governmental order or requirement of law.
 - 5.3.4. The Vendor may disclose Confidential Information only to Vendor's employees and consultants on a need-to-know basis. The Vendor will have executed or shall execute appropriate written agreements with third parties sufficient to enable Vendor to enforce all the provisions of this Agreement.
- 6. City Obligations.**
 - 6.1. Hardware Obligations. City shall be responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to internally access the Vendor's Back-End System services.
 - 6.2. Anti-Virus Obligations. City will use commercially reasonable efforts to safeguard against computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties (collectively "Viruses") that may reasonably affect Vendor's SAAS. Services.
 - 6.3. Restricted Uses. City will not:

- a. knowingly upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service;
- b. modify, disassemble, decompile or reverse engineer the Service or pre-release hardware devices or software disclosed;
- c. probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Service;
- d. copy, reproduce, resell or commercially exploit the Service;
- e. without authority, access or use any other clients' or their users' data through the Service,
- f. maliciously reduce or impair the accessibility of the Service;
- g. reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed

7. SUPPORT SERVICES

7.1. Scheduled System Maintenance. Vendor may take the Service offline for scheduled maintenances of which City has received prior written notice of the planned maintenance schedule.

7.2. Services Support entitles the City to the following:

7.2.1. Telephone or electronic support to help the City locate and correct problems with the Service/SAAS.

7.2.2. Bug fixes and code corrections to correct Software malfunctions to bring the Service into substantial conformity with the operating specifications.

7.2.3. All extensions, enhancements and other changes that Vendor makes or adds to the Service and which the Vendor offers, without charge, to all other Subscribers of the Service.

7.3. Response and Resolution Goals

7.3.1. Severity 1: The Production system/application is down, seriously impacted and there is no reasonable work around currently available. Once Vendor receives notice, the Vendor will begin continuous work on the issue, and a City resource must be available at any time to assist with problem determination. Once the issue is reproducible or once vendor has identified the Software defect, Vendor will provide reasonable efforts for workaround or solution within 24 hours.

7.3.2. Severity 2: The system or application is seriously affected. The issue is not critical and does not comply with the Severity 1 conditions. There is no workaround currently available or the workaround is cumbersome to use. The Vendor will work during normal business hours to provide reasonable effort for workaround or solution within three days, once the issue is reproducible.

7.3.3. Severity 3: The system or application is moderately affected. The issue is not critical, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround. The Company will work during normal business hours to provide reasonable effort for workaround or solution within 5 business days, once the issue is reproducible.

7.3.4. Severity 4: Non-critical issues. The Company will seek during normal business hours to provide a solution in future releases of the Service.

ATTACHMENT E
Records Retention Schedule

The Records Retention Schedule may be amended as provided for in Section 26 of this Agreement. In the event of a conflict between the Schedule and Washington state or federal law, Washington state or federal law and regulation control.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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 Attn: SanFrancisco.Certs@marsh.com CN138000917--GAUWC-26-27	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER C : Chubb National Insurance Co.</td> <td>10052</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Great Northern Insurance Company	20303	INSURER C : Chubb National Insurance Co.	10052	INSURER D : Indian Harbor Insurance Company	36940	INSURER E :		INSURER F :	
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INSURER F :															
INSURED Verra Mobility Corporation 2046 Riverview Auto Drive, Ste 300 Mesa, AZ 85201															

COVERAGES**CERTIFICATE NUMBER:**

SEA-004024818-09

REVISION NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			3608-38-32	07/01/2026	07/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7363-48-77	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 25,000 \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			7819-96-74	07/01/2026	07/01/2027	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(27) 7183-90-57	07/01/2026	07/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber/Technology Errors & Omissions			MTP9039762 06 SIR: \$1,000,000	07/01/2026	07/01/2027	Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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.

CERTIFICATE HOLDER**CANCELLATION**

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

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Verra Mobility Corporation 2046 Riverview Auto Drive, Ste 300 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*
Traffic Operating Services (Saudi Arabia) LLC*

AGENCY CUSTOMER ID: CN138000917
LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Verra Mobility Corporation 2046 Riverview Auto Drive, Ste 300 Mesa, AZ 85201
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CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
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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