

RESOLUTION R-5360

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. TO PROVIDE AUTOMATED TRAFFIC ENFORCEMENT IN SCHOOL ZONES.

1 WHEREAS, the Legislature of the State of Washington added a  
2 new section 46.63.170 to RCW Chapter 46.63 authorizing and regulating  
3 the use of automated traffic safety cameras for traffic enforcement; and  
4

5 WHEREAS, the City Council of Kirkland, recognizing the value of  
6 implementing an automated enforcement program in school zones to  
7 slow traffic speeds and improve safety for school children, plans to  
8 adopt an ordinance creating a new Chapter 12.14 in the Kirkland  
9 Municipal Code for that purpose; and  
10

11 WHEREAS, Council previously authorized staff to find a vendor  
12 to provide the automated safety cameras and related equipment needed  
13 to begin providing automated traffic enforcement; and  
14

15 WHEREAS, toward that end, with State Auditor confirmation,  
16 staff determined the City could utilize the agreement entered into  
17 between the Houston-Galveston Area Council ("H-GAC") and American  
18 Traffic Solutions, Inc. ("ATS") to expedite the process of selecting a  
19 vendor while still insuring the City received good value because of the  
20 bid process used by H-GAC; and  
21

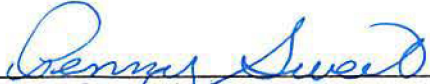
22 WHEREAS, Council has determined that ATS has demonstrated  
23 it can provide such services and, further, that the terms negotiated for  
24 that purpose are acceptable,  
25

26 NOW, THEREFORE, be it resolved by the City Council of the City  
27 of Kirkland as follows:  
28

29 Section 1. The City Manager is authorized to sign an Agreement  
30 with American Traffic Solutions, Inc. substantially similar to that  
31 attached as Attachment "A."  
32

33 Passed by majority vote of the Kirkland City Council in open  
34 meeting this 5th day of March, 2019.  
35

36 Signed in authentication thereof this 5th day of March, 2019.  
37

38   
39  
40 Penny Sweet, Mayor

41 Attest:  
42

43   
44  
45 Kathi Anderson, City Clerk

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement includes the attached Exhibits ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("VERRA MOBILITY") and the City of Kirkland, Washington, a municipal corporation of the state of Washington ("Customer"), with Verra Mobility and City individually, a "Party", and collectively, the "Parties".

**WITNESSETH:**

WHEREAS, the City desires to implement and operate a traffic safety camera system pursuant to Washington State Law 46.63.170 (the "Program"); and

WHEREAS, VERRA MOBILITY has the exclusive knowledge, possession and ownership of certain equipment to be installed in the City, and has licenses, and back-office processes through an automated web-based Citation processing system (collectively referred to as the "Axis™ System" or "Axis") that will be used by the City for its photo enforcement program; and

WHEREAS, the City finds VERRA MOBILITY is qualified to perform and is experienced in providing the required services; and

WHEREAS, the City desires to engage VERRA MOBILITY to provide traffic safety camera services, also known as photo enforcement services; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which each Party hereby acknowledges, the Parties agree as follows:

VERRA MOBILITY will provide traffic safety camera services as provided below and in the following exhibits:

The attached Exhibits include:

- EXHIBIT A.....SERVICE FEE SCHEDULE**
- EXHIBIT B.....SCOPE OF WORK**
- EXHIBIT C.....FORM NOTICE TO PROCEED**
- EXHIBIT D.....DMV SERVICES SUBSCRIBER AUTHORIZATION**
- EXHIBIT E.....RETENTION SCHEDULE**

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By signing below, the Parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met.

[SIGNATURE PAGE FOLLOWS]

**ACKNOWLEDGED AND AGREED TO BY:**

**AMERICAN TRAFFIC SOLUTIONS, INC.**

**CITY OF KIRKLAND, WASHINGTON**

By: \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
City Manager Date

**ATTEST:**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney Date

This Agreement is effective on the date of execution by the last signatory to this signature page ("Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## I. DEFINITIONS

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

1. "**Approach**": One (1) direction of travel on a road or a traffic intersection, including up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Business Hours**": Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.
3. "**Business Rules**": The Business Rules Questionnaire to be completed by Customer and delivered to VERRA MOBILITY setting forth the business rules for the implementation and operation of the Program.
4. "**Camera System**" or "**Camera**": A photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle. "**Camera System**", where the context requires, also includes any enclosure or cabinet, wiring, and related appurtenances in which the equipment is stationed. "Camera System" refers to a fixed site school zone speed safety camera system.
5. "**Change Order Notice**": Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement, setting forth in reasonable detail the proposed changes.
6. "**Change Order Proposal**": A written statement from VERRA MOBILITY describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.
7. "**Citation**": A citation or notice of violation or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in Axisis.
8. "**Designated Safety Zone**": A designated safety zone in which a Camera System may be installed or deployed.
9. "**Event**": A potential Violation captured by the Camera System.
10. "**Fees**": The amount payable by Customer to VERRA MOBILITY for equipment, services, and maintenance as set forth in EXHIBIT A.
11. "**Fixed Site School Zone Speed Safety Camera System**": A Camera System installed in a Designated Safety Zone.
12. "**Infrastructure**": Poles, foundation, conduit, or other below-grade infrastructure installed to operate the Cameras System. Infrastructure does not include the camera equipment, master controller or radar device.
13. "**Notice to Proceed**": Written confirmation from Customer that VERRA MOBILITY may proceed with the installation of a given Camera System, a form of which is attached as EXHIBIT C.
14. "**Owner**": The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.
15. "**Paid Citation**": A situation where the Person cited has paid any portion of the fine and applicable court costs associated with the particular Citation.

16. **"Person" or "Persons"**: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
17. **"Program Revenue"**: All revenue from civil penalties retained by the Customer from the issuance of Citations using Camera Systems pursuant to this Agreement.
18. **"Project Time Line"**: The initial schedule and timelines required to begin the implementation of Customer's project, as mutually agreed upon by the Parties.
19. **"System"**: A Camera System and the related Infrastructure.
20. **"Violation"**: A failure to obey an applicable traffic law or regulation, including, without limitation operation of a motor vehicle in excess of the posted speed limit.

## **II. GENERAL TERMS AND CONDITIONS**

### **1. VERRA MOBILITY AGREES TO PROVIDE:**

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

### **2. CUSTOMER AGREES TO PROVIDE:**

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

### **3. TERM:**

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years from the Effective Date or from the first day of the month following the first-issued Citation from the last Camera System that is installed or deployed pursuant to a Notice to Proceed delivered by Customer to VERRA MOBILITY, whichever date is later. This Agreement will automatically extend for consecutive five (5) year terms. However, Customer or VERRA MOBILITY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term of the Agreement. Within one hundred eight (180) days of the then-current expiration date of the Agreement, Verra Mobility shall provide Customer written notice of the approaching expiration date. If Verra Mobility fails to provide Customer said written notice within 180 days of the expiration date, Customer shall not be required to give 120 days written notice to Verra Mobility of its intent not to extend the term of the Agreement and can instead give such written notice at any time prior to expiration date of the then-current term of the Agreement.

### **4. ASSIGNMENT:**

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing or other corporate reorganizational purposes, VERRA MOBILITY may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

### **5. FEES AND PAYMENT:**

Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in EXHIBIT A, Service Fee Schedule 1.

- 5.1 Customer shall pay all Fees due VERRA MOBILITY based upon invoices from the preceding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances. If Customer is more than sixty (60) days past due on payments to VERRA

MOBILITY, VERRA MOBILITY may, in its sole discretion, exercise any remedies pursuant to Section 16 of this Agreement for non-payment of Fees by Customer.

- 5.2 Invoices shall be in standard VERRA MOBILITY format.
- 5.3 VERRA MOBILITY's Fees will be fixed for the first five (5) year term; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Customer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.
- 5.4 Flexible Payment Plan. During the term of the Agreement, payments by the Customer may be made to VERRA MOBILITY under a Flexible Payment Plan if the total funds collected by the Program are insufficient to cover the Fees due VERRA MOBILITY. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to VERRA MOBILITY during the term of the Agreement. If at the end of the term sufficient funds have not been collected by the Customer to pay the accrued balance then due to VERRA MOBILITY, VERRA MOBILITY agrees to waive its right to recovery with respect to any balance owing to VERRA MOBILITY at the end of that term.

This Flexible Payment Plan will be applied as follows: VERRA MOBILITY will maintain an accounting of any net balances owed VERRA MOBILITY each month during the term. If the total amount of funds collected from all Camera Systems combined during a month exceeds the amount of the VERRA MOBILITY invoice for the same month, the Customer shall pay VERRA MOBILITY the total amount due on the invoice. If the total amount of funds collected from all Camera Systems combined during a month is less than the amount of the VERRA MOBILITY invoice for the same month, the Customer shall pay VERRA MOBILITY only the amount collected during the same month and Customer may defer payment of the remaining balance. If opting to use a Flexible Payment Plan, Customer will provide VERRA MOBILITY with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the amount of funds collected. Payments due VERRA MOBILITY will be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the VERRA MOBILITY invoices, including any accrued balance are fully repaid, Customer will retain all additional funds collected. Any funds in excess of the total balance due (whether reserved in cash or not by Customer) will be available to offset future VERRA MOBILITY invoices during the term of the Agreement. Customer agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all installed Camera Systems and will not be applied on a per camera basis or on a per month basis.

Example: Fee of \$4,250 per Camera System per month and four (4) cameras installed. If during Month 1 camera #1 revenue is \$5,000, camera #2 revenue is \$3,500, camera #3 revenue is \$4,000 and camera #4 revenue is \$3,500, the total revenue from the cameras for the month is \$16,000. VERRA MOBILITY would invoice Customer for \$17,000 (\$4,250 x 4 Camera Systems). However, Customer would only be required to pay \$16,000 in Month 1 and the \$1,000 deficit would carry over to subsequent months. If in Month 2 the combined revenue from the 4 cameras was \$28,000, VERRA MOBILITY would invoice the Customer \$18,000 (i.e., the \$1,000 deficit from the prior month plus the \$17,000 monthly fee for the 4 Camera Systems). The Customer is not responsible for any previously deferred balance remaining at the end of the term of the Agreement.

## 6. SITE SELECTION ANALYSIS:

Prior to installing or deploying a Camera System, VERRA MOBILITY may conduct a statistical analysis of each Approach being considered for a Camera System or Camera Systems ("Site Selection Analysis") to assist Customer in determining which road or Approaches will be the most beneficial to Customer in pursuit of its traffic safety and enforcement goals. For any road or Approach recommended by Customer, VERRA MOBILITY may install a System if a constructability analysis concludes installation is feasible. VERRA

MOBILITY makes no representations or warranties that any Violation rate estimates will be predictive of actual future traffic Violation rates.

**7. COMMUNICATION OF INFORMATION:**

VERRA MOBILITY will comply with reasonable requests from Customer for information obtained by VERRA MOBILITY through operation of the Axis System. VERRA MOBILITY reserves the right to assess a fee for such services. Unless VERRA MOBILITY is deemed a "Custodian of Record", under applicable "Open Records Act" laws or similar laws, VERRA MOBILITY will not be under any obligation to provide information directly to non-Customer requesting parties. Should VERRA MOBILITY choose to respond to non-Customer requesting parties, VERRA MOBILITY and Customer shall work collaboratively in a good faith effort to provide requested information in a timely manner, which good faith effort may include, but not be limited to, Customer's review and prior approval of VERRA MOBILITY disclosing information. Nothing in this section 7 shall remove the requirement that VERRA MOBILITY shall comply with any applicable provisions of RCW 42.56 and the records retention requirements contained therein.

**8. CONFIDENTIAL INFORMATION:**

No information given by VERRA MOBILITY to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by VERRA MOBILITY ("VERRA MOBILITY Confidential Information"). If, however, VERRA MOBILITY does designate certain information as proprietary or confidential, Customer shall treat the VERRA MOBILITY Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use VERRA MOBILITY Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use VERRA MOBILITY Confidential Information for any other purpose, including but not limited to any use to harm or injure VERRA MOBILITY or in any other way detrimental to VERRA MOBILITY. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the VERRA MOBILITY Confidential Information, Customer will promptly provide VERRA MOBILITY with written notice of such request or requirement before any disclosure, and will cooperate with VERRA MOBILITY's reasonable efforts to obtain confidential treatment of the VERRA MOBILITY Confidential Information. If a protective order or other confidential treatment is not obtained or if VERRA MOBILITY waives its rights under this paragraph, Customer agrees to furnish only so much of the VERRA MOBILITY Confidential Information as it is legally required to furnish and, where appropriate, to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the VERRA MOBILITY Confidential Information. Customer will give VERRA MOBILITY an opportunity to review the VERRA MOBILITY Confidential Information prior to its disclosure, and Customer will allow VERRA MOBILITY to participate in any related proceeding. However, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.

**9. OWNERSHIP OF SYSTEM:**

Under all circumstances, VERRA MOBILITY shall retain ownership of all Camera Systems and the Axis System provided for use by the Customer under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, VERRA MOBILITY grants Customer a non-exclusive, non-transferable license to use the Axis System. VERRA MOBILITY shall retain the ownership rights to all meta-data, business intelligence, or other analytics obtained, gathered, or mined by VERRA MOBILITY from the program data. At the sole-discretion of Customer, on and as of the date of termination, Customer may be deemed to accept and receive full ownership and control of the Infrastructure if Customer provides written notice to Verra Mobility prior to the termination date of the Agreement of the Customer's desire to own the Infrastructure.

## **10. INDEMNIFICATION:**

- 10.1 Indemnification by VERRA MOBILITY. VERRA MOBILITY agrees to defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, representatives and successors (individually a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the negligence or willful misconduct of VERRA MOBILITY, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or willful misconduct of any Customer Party.
- 10.2 Indemnification by Customer. Customer hereby agrees to defend, indemnify and hold harmless VERRA MOBILITY and its direct and indirect subsidiaries, officers, directors, employees, agents, representatives and successors (individually an "VERRA MOBILITY Party" and collectively, the "VERRA MOBILITY Parties") against any and all Losses which may be imposed on or incurred by any VERRA MOBILITY Party arising out of or related to the negligence or willful misconduct of Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or willful misconduct of VERRA MOBILITY.
- 10.3 Indemnification Procedures. In the event of any Claim in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification (the "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no Party shall have the right to enter into any settlement agreement that materially affects the other Party's material rights or material interests without such Party's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 10.4 Limited Liability. In no event shall VERRA MOBILITY's liability under this Agreement exceed the greater of \$1,000,000 or the average of the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability, arising out of or relating to this Agreement.

## **11. LIMITED WARRANTY:**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE COMMUNICATIONS DEVICES, THE AXIS SYSTEM, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

## **12. INSURANCE:**

VERRA MOBILITY shall maintain the following minimum scope and limits of insurance:



- 12.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- 12.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. VERRA MOBILITY shall at all times maintain Worker's Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 12.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by VERRA MOBILITY with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage, \$2,000,000 aggregate.
- 12.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by VERRA MOBILITY under this Agreement. VERRA MOBILITY shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance.
- 12.5 Certificates showing VERRA MOBILITY is carrying the above described insurance, and an endorsement evidencing the additional insured status specified above, shall be furnished to Customer before the Effective Date of this Agreement.
- 12.6 Customer shall be responsible for vehicle insurance coverage for the vehicle and all installed equipment on any vehicles driven by Customer employees or contractors other than VERRA MOBILITY. Coverage will include liability and collision.

### **13. STATE LAW TO APPLY:**

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

### **14. DISPUTE RESOLUTION:**

Before pursuing resolution of any dispute through litigation, 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.

### **15. CHANGE ORDERS:**

Customer may request the addition of any products or services that VERRA MOBILITY provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to VERRA MOBILITY. Upon VERRA MOBILITY's receipt of the Change Order Notice, VERRA MOBILITY shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the Parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the Parties in writing shall be incorporated as an addendum to this Agreement.

## 16. TERMINATION:

### 16.1 VERRA MOBILITY's services may be terminated:

- (i) By mutual written consent of the Parties; or
- (ii) For material breach of this Agreement by either Party, where the other Party fails in any material way to perform its obligations under this Agreement.
  - a) Where Customer is in breach of this Agreement for non-payment of Fees to VERRA MOBILITY, VERRA MOBILITY may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off VERRA MOBILITY's cameras; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.
  - b) Termination under this Subsection 16.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating Party notifies the other Party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other Party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) For convenience by Customer, upon sixty (60) days written notice Customer may terminate this Agreement for convenience and upon such termination shall only be responsible for the fees as specified in subsection 16.1(iv) below.
- (iv) In the event of termination by VERRA MOBILITY under Subsection 16.1(ii) for breach by Customer (including for non-payment of Fees) or under Subsection 16.1(iii), termination for convenience, Customer shall pay VERRA MOBILITY an early termination fee based on a price of \$120,000 per Camera System amortized over sixty (60) months on a straight-line basis. The amortization schedule for said costs shall be reduced proportionally for each month each Camera System is installed.
- (v) Customer recognizes the substantial upfront costs VERRA MOBILITY will incur to install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. VERRA MOBILITY will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed.

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

- (i) Customer shall cease using the Axis System to capture Events.
- (ii) Unless it is unlawful to do so, VERRA MOBILITY shall, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee per Camera System. After such ninety (90) day period, VERRA MOBILITY shall terminate all use of the Axis System for Customer's Program and upon such termination, the Axis System, including violationinfo.com website shall no longer be capable of accepting payments.

- (iii) Except as provided for in Section 16.2(iv) related to the Infrastructure, Customer shall return or allow VERRA MOBILITY to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) Upon written notice by Customer to Verra Mobility pursuant to Section 9, Customer shall be deemed to accept full ownership and control of the Infrastructure. If Customer does not provide written notice of its desire to accept ownership of the Infrastructure, or if otherwise required by law, regulation, or administrative agency, and subject to the limitations set forth herein, VERRA MOBILITY shall remove the Infrastructure VERRA MOBILITY installed in connection with VERRA MOBILITY's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per Approach) plus an additional 20% service fee (the "Removal Fee"). As part of the services performed for the Removal Fee, VERRA MOBILITY shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Infrastructure shall not be required to be removed.

16.3 In the event of termination by VERRA MOBILITY for non-payment of Fees by Customer, VERRA MOBILITY shall cease processing Events as of the date of termination.

#### **17. DATA RETENTION:**

Subject to litigation holds, court orders, changes in law, or other legal requirements applicable to VERRA MOBILITY, VERRA MOBILITY shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Retention Period" on Exhibit E during the term of this Agreement. Within one hundred-twenty (120) days after the termination of this Agreement, VERRA MOBILITY shall place each of the records listed under "Type of Record" on Exhibit E, not previously disposed of in accordance with the data retention schedule, at a secured location with SFTP access where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, VERRA MOBILITY shall delete all data from the SFTP location and shall have no further data retention obligations to Customer.

#### **18. AMENDMENTS TO THE AGREEMENT:**

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

#### **19. ADDITIONAL SERVICES:**

During the term of this Agreement, from time-to-time VERRA MOBILITY may propose certain additional or new technologies for Customer to consider (e.g., fixed school zone speed safety cameras, handheld speed safety cameras, school bus stop arm safety cameras, bus lane, pedestrian, railroad, other undeveloped technologies, or Program enhancements) and, if so desired, Customer may procure from VERRA MOBILITY the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon.

#### **20. LEGAL CONSTRUCTION:**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein so long as Customer continues to receive the same revenue contemplated under this Agreement. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable herein.

**21. INTEGRATION:**

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

**22. LIMITED AGENCY:**

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

**23. FORCE MAJEURE:**

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence (an event of "Force Majeure"). Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. For the avoidance of doubt, road construction is not an event of Force Majeure. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

**24. TAXES:**

At the time of execution of this Agreement, it is the understanding of the Parties that VERRA MOBILITY's services provided hereunder may be subject to federal, state or local taxes including but not limited to excise, sales, or similar taxes or charges. Customer agrees to reimburse VERRA MOBILITY for any such tax or charge if charged against VERRA MOBILITY. If incurred, such taxes or charges may be invoiced at any time.

**25. NOTICES:**

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by VERRA MOBILITY or Customer shall be in writing and shall be given or made by personal service, first class mail, Federal Express, or by certified mail to the Parties at the following address:

City of Kirkland  
123 5th, Avenue  
Kirkland, Washington 98033  
Attn: City Attorney's Office

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

**26. SURVIVAL:**

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 8, 9, 10, 12, 13, 14, 16, 17 and this Section 26.

**27. EXECUTION:**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the Parties

and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or “.pdf” shall be deemed to be their original signatures for any purpose whatsoever.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**EXHIBIT A**  
**SERVICE FEE SCHEDULE**

**1.0 Description of Pricing**

Fees are based on per camera and are as follows:

<b>Product Description</b>	<b>Fee per Camera per Month</b>
<b>Fixed Site School Zone Speed Safety Camera System (1-4 Lane)</b> – includes Camera Systems installed per the mutual agreement of the Parties. Assumes payment processing and adjudication to be handled by the Municipal Court.	\$4,250
VERRA MOBILITY's monthly fee includes postage for the first class mailing of standard offering. Any additional mailings outside the standard offering will be billed per unit as published by the US Postal Service plus a \$2.00 per unit service charge.	\$2 per notice
<b>Service Fees:</b> The Service Fee per Camera System above includes all camera equipment for monitoring up to 4- lanes, routine maintenance, and use of Axis System for back-office operations, Event processing services, DMV records access, court integration, First Class mailing of notice of infraction with return envelope, IVR call center support for general Program questions, and public awareness. Monthly service fee includes postage for the first class mailing of the standard offering in the state of Washington.	

**EXHIBIT B**  
**SCOPE OF WORK**  
**Photo Enforcement**

**1. VERRA MOBILITY SCOPE OF WORK**

**1.1 VERRA MOBILITY IMPLEMENTATION**

- 1.1.1 VERRA MOBILITY agrees to provide Camera System(s), use of the Axis System and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled "Customer Scope of Work". VERRA MOBILITY and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the Parties shall negotiate in good faith to assign the proper Party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge VERRA MOBILITY for the cost.
- 1.1.2 Customer and VERRA MOBILITY will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the Parties. VERRA MOBILITY agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 VERRA MOBILITY will conduct a Site Selection Analysis of candidate sites. VERRA MOBILITY will assist Customer in determining which Approaches will be the most beneficial to Customer in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering feasibility assessment. Camera System installations will be based on mutual agreement by Customer and VERRA MOBILITY.
- 1.1.4 VERRA MOBILITY will install or deploy Camera System(s) at a number of Approaches or Designated Safety Zones to be mutually agreed upon between VERRA MOBILITY and Customer after completion of Site Selection Analysis and reflected in a written Notice to Proceed. In addition to any initial Approaches, the Parties may mutually agree to add additional Camera System(s) or Approaches, which shall be reflected in a written Notice to Proceed.
- 1.1.5 The Axis system shall be available on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.6 VERRA MOBILITY's Communications Department will assist Customer with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy,
- 1.1.7 VERRA MOBILITY agrees to provide a secure website ([www.violationinfo.com](http://www.violationinfo.com)) accessible to Owners who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, a space will be provided for a Frequently Asked Questions (F.A.Q.) page approved by Customer. VERRA MOBILITY will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.8 VERRA MOBILITY will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.1.9 VERRA MOBILITY shall take commercially reasonable best efforts to repair a non-functional or inoperable System within seventy-two (72) hours (excluding weekends and holidays) of

determination of a malfunction or that the System is inoperable, except for causes of Force Majeure. For any System that is non-functional or inoperable for over 72 hours in a month, the monthly Fee for the non-functional or inoperable System shall be reduced by 1/30<sup>th</sup> for each additional 24 hour period the System is non-functional or inoperable, unless the reason the System is non-functional or inoperable is the fault of the Customer.

## **1.2 VERRA MOBILITY OPERATIONS**

- 1.2.1 VERRA MOBILITY shall implement and administer the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2 If a warning period is required, VERRA MOBILITY shall provide Customer with a one-time warning period and first class mailing of warning notices for up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period.
- 1.2.3 VERRA MOBILITY shall provide Customer with access to the Axis System, including image processing, first notice printing and mailing of Citation per Violation and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. In the case of a transfer of liability by the Owner, the Axis System shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or by a rental car company for no additional charge.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by First Class or other mail means for additional compensation to VERRA MOBILITY as agreed upon by the Parties.
- 1.2.5 VERRA MOBILITY shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6 VERRA MOBILITY shall seek records from out-of-state vehicle registration databases and use such records to assist Customer in processing Citations. In its capacity as limited agent pursuant to the DMV Services Subscriber Authorization found in **EXHIBIT D**, VERRA MOBILITY may seek records from out-of-state vehicle registration databases. VERRA MOBILITY may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.
- 1.2.7 The Axis System shall provide Customer with the ability to run and print standard system reports. VERRA MOBILITY provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, VERRA MOBILITY reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.
- 1.2.8 During the term of the Agreement following the installation or deployment of the first Camera System, upon VERRA MOBILITY's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, VERRA MOBILITY shall provide Customer with or train a local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the Axis System until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. Training of Customer witnesses shall be provided at no cost and may be done in classroom training, Webex, or by phone and a VERRA MOBILITY witness will be provided for up to 6 days per year at no cost to the Customer.



- 1.2.9 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of VERRA MOBILITY or its authorized agent(s), VERRA MOBILITY shall bear the cost of repair or (ii) negligence or recklessness on the part of a third-party driver, road construction outside the control of the Customer, or severe weather or other Force Majeure events, VERRA MOBILITY and Customer shall bear the cost of repair equally with Customer reimbursing VERRA MOBILITY out of Program Revenue for its portion of the cost of repair and VERRA MOBILITY will invoice Customer for Customer's share in a manner consistent with Subsection 5.4 of this Agreement. For all other causes of damage, including road construction within the control of Customer, Customer negligence, etc. Customer shall reimburse VERRA MOBILITY for the cost of repair.
- 1.2.10 VERRA MOBILITY shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the Axis System. The help-line shall function during Business Hours.
- 1.2.11 As part of the Axis System, a website will be made available to allow alleged violators the ability to view their Citations online. This online viewing system shall include a link to a court website and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the court, may be directed to and processed by VERRA MOBILITY processors and communicated to the court via the Axis transfer described above.

## **2. CUSTOMER SCOPE OF WORK**

### **2.1 GENERAL IMPLEMENTATION REQUIREMENTS**

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide VERRA MOBILITY with the name, title, mailing address, email address and phone number of:
- A project manager with authority to coordinate Customer responsibilities under this Agreement;
  - Municipal Court manager responsible for oversight of all Court-related program requirements;
  - The police contact;
  - The court contact;
  - The person responsible for overseeing payments by violators (might be court);
  - The Prosecuting Attorney;
  - The Customer Attorney;
  - The finance contact (who receives the invoices and will be in charge of reconciliation);
  - The IT person for the police;
  - The IT person for the courts;
  - The public works and/or engineering contact responsible for issuing any/all permits for construction; and
- 2.1.2 Customer and VERRA MOBILITY shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the Parties. Customer shall make every effort to adhere to the Project Time Line.
- 2.1.3 VERRA MOBILITY to provide Customer with a mock-up of the Citation within fifteen (15) days of the Effective Date of this Agreement. Customer shall provide a revised draft of the Citation in accordance with Customer's local law and state law within fifteen (15) days of receipt of the mock-ups from VERRA MOBILITY.
- 2.1.4 Within seven (7) business days of receipt by Customer, Customer shall provide VERRA MOBILITY completed banking forms, if required.

- 2.1.5 Customer grants VERRA MOBILITY the right to make non-substantive formatting or incidental changes to the Citation form without approval by Customer, however any textual changes to the Citation form shall be submitted to the Customer for approval.
- 2.1.6 Customer shall direct the law enforcement agency to execute the VERRA MOBILITY DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS), State Department of Motor Vehicles, or appropriate authority indicating that VERRA MOBILITY is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.1.7 Customer shall prepare the Business Rules for implementation and operation of the Program.
- 2.1.8 Customer is responsible for notifying VERRA MOBILITY of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. VERRA MOBILITY will not be responsible for complying with any change in applicable local law, until such time as VERRA MOBILITY has been notified by Customer in writing of the change in law.
- 2.1.9 Customer is responsible for all final jurisdictional issues.
- 2.1.10 Once a Notice to Proceed is granted to VERRA MOBILITY in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses VERRA MOBILITY for costs incurred up to the date the stop work order is issued.
- 2.1.11 Once a Camera System is installed and certified by VERRA MOBILITY as operational, it shall be immediately put into service.
- 2.1.12 Customer shall not use the Camera Systems or Axis for any purpose not permitted by law.
- 2.1.13 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using Axis to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, VERRA MOBILITY shall not be liable for failure of the Axis System to allow Customer to issue a notice or Citation within statutory timeframes.
- 2.1.14 In the event that remote access to the Axis System is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with VERRA MOBILITY to facilitate appropriate communications while maintaining required security measures.

## **2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS**

- 2.2.1 If Customer requests that VERRA MOBILITY move a System to a new Approach after initial installation, Customer shall pay for the costs to relocate the System. Customer may not request the relocation of a site within the first year after installation.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall continue to pay the Service Fee and any costs for moving or removing the System.

- 2.2.3 Prior to the installation of any System, Customer shall provide VERRA MOBILITY information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify VERRA MOBILITY of any such construction.
- 2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by law for purposes of operating the Program. If Customer cannot provide such signage, VERRA MOBILITY will do so and Customer shall reimburse VERRA MOBILITY for such costs.
- 2.2.5 Where possible, Customer shall allow VERRA MOBILITY to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If existing power sources are not immediately available, Customer will allow VERRA MOBILITY to use Customer approved temporary power until the existing power is established. If obtaining power is cost-prohibitive for a particular location, the Parties agree to work together to find an alternative location.
- 2.2.6 Customer shall not require VERRA MOBILITY to provide installation drawings stamped by a licensed civil engineer. However, to the extent applicable, VERRA MOBILITY work product and drawings shall be overseen and approved by a licensed professional engineer and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.2.7 Customer shall approve or reject VERRA MOBILITY submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days. Customer shall provide its best efforts in providing aid in achieving these timeframes for plan approvals when plans are being reviewed and permitted by any state, local, and/or county agencies.
- 2.2.8 Customer, or any department of Customer, agree not to charge VERRA MOBILITY or its subcontractor(s), unreasonable fees for any required building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits required during installation or maintenance of a System. If permit fees charged by Customer exceed by ten percent (10%) the average cost of permit fees VERRA MOBILITY has been charged for similar projects in King County, VERRA MOBILITY reserves the right to invoice the Customer for the excess amount of permit fees and Customer reserves the right to pay such permit fees out of Program Revenue consistent with Subsection 5.4 of the Agreement.
- 2.2.9 Customer understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to VERRA MOBILITY and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.
- 2.2.10 If required by the approved design for proper operation, Customer shall allow VERRA MOBILITY to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction, as permitted. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.11 Customer shall allow VERRA MOBILITY to build approved infrastructure into any existing Customer-owned easement.

2.2.12 If use of private property right-of-way is needed, Customer shall assist VERRA MOBILITY in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.

## **2.3 COURTS OPERATIONS**

2.3.1 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.

2.3.2 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. Customer may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by VERRA MOBILITY for that purpose.

2.3.3 VERRA MOBILITY shall provide one (1) online adjudication processing module, which will enable the adjudication function to review cases, related images, and other related information required to adjudicate the disputed Violation. If instead of online adjudication processing, Customer desires to integrate VERRA MOBILITY data into its adjudication system, subject to feasibility, VERRA MOBILITY shall provide a court interface. Customer shall be responsible for any Customer or third-party cost of development of any such interface. The system will also enable the court staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of VERRA MOBILITY data to the adjudication system are the responsibility of the Customer.

**EXHIBIT C**  
**FORM OF NOTICE TO PROCEED**

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

Customer hereby designates this implementation of cameras at designated Approaches. VERRA MOBILITY shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

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

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

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

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

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

CITY OF KIRKLAND, WASHINGTON

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

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

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

**EXHIBIT D**  
**DMV SERVICES SUBSCRIBER AUTHORIZATION**

Agency ORI: WA0170800

DATE

NLETS

1918 W. Whispering Wind Dr.  
Phoenix, AZ 85085

**Attn:** Steven E. Correll, Executive Director

**Re:** Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between \_\_\_\_\_ and American Traffic Solutions, Inc. is or will be entered into and will be or is in force. As a requirement of and in performance of that Agreement between \_\_\_\_\_ and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access NLETS motor vehicle data.

Please accept this letter as authorization from \_\_\_\_\_ for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our Agreement with NLETS and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between \_\_\_\_\_ and American Traffic Solutions, Inc., and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the \_\_\_\_\_ and have the authority to empower American Traffic Solutions, Inc. to use ORI \_\_\_\_\_ for this function.

**SUBSCRIBER INFORMATION**

**Subscriber Agency/Name**

\_\_\_\_\_

**NLETS Agency ORI**

\_\_\_\_\_

**Name/Title of Authorized Representative**

\_\_\_\_\_

**Mailing Address**

\_\_\_\_\_

\_\_\_\_\_

**Telephone**

\_\_\_\_\_

**Fax**

\_\_\_\_\_

**Email**

\_\_\_\_\_

**Signature of Authorized Representative**

\_\_\_\_\_

**Date Signed**

\_\_\_\_\_

**EXHIBIT E  
RETENTION SCHEDULE**

*[This schedule to be completed in conformity with applicable state and local law]*

<b>Type of Record</b>	<b>Minimum VERRA MOBILITY Retention Period</b>
Violation Images	LE2010-052 Retain until exhaustion of appeal process-then destroy.
Non-Violation Images	LE2010-053- Retain until verification that no violation was captured, and then destroy.
Individually Identifiable Violation Records	LE2010-052-Retain until exhaustion of appeal process-then destroy.
Individually Identifiable Non-Violation Records	LE2010-053-Retain until verification that no violation was captured, and then destroy.
Annual Camera System Calibration/Certification Records	GS50-06B-22-System specifications/certification of camera system should be kept for 6 years after the system/equipment is replaced/disposed of.
Maintenance Records	GS2012-040- Kept for 6 years AFTER asset no longer in use/owned by agency.
Other Program Records	TA Analysis Reports GS50-18-34-Kept for 6 years after analysis or report is completed, and then transferred to WSA for appraisal.

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