

ORIGINAL AGREEMENT  
MUNI SVCS DEPT  
Verra Mobility  
(aka AFS)  
City of LFP  
AG-19-044

**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"), with its principal place of business at 1150 N. Alma School Road, Mesa, AZ 85201, and the City of Lake Forest Park, Washington, a municipal corporation of the state of Washington ("City"), with principal offices at 17425 Ballinger Way NE, Lake Forest Park, WA 98155 (Verra Mobility and City individually, a "Party", and collectively, the "Parties"). This Agreement sets forth the terms, conditions and obligations of 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, public convenience and necessity require the City to obtain the services of Verra Mobility which has photo enforcement implementation and operations experience and is a leading provider of photo enforcement systems with the City and across the country; and

WHEREAS, Verra Mobility has the exclusive knowledge, possession and ownership of certain equipment already 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") currently used by the City for its existing 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, the Parties herein do mutually agree as follows:

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**

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By signing below, the Parties agree to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between the Parties relating to the matters referenced herein and replaces any prior oral or written representations or communications between the Parties. 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 ON FOLLOWING PAGE]

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF LAKE FOREST PARK, WASHINGTON

By:  7-8-19  
Date  
Garrett Miller, EUP  
Print: Name/Title

By:  6/27/2019  
Date  
Jeff Johnson / Mayor  
Print: Name/Title

ATTEST:

By:  6/27/2019  
Date  
Anne Tardel, Deputy City Clerk  
Print: Name/Title

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

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## 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 City 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, if necessary, one (1) front camera with strobe for driver image, and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a traffic infraction on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle. "**Camera System**" shall, where the context requires, also include any enclosure or cabinet, wiring, and related appurtenances in which the equipment is stationed. "**Camera System**" may refer to either a red light or fixed site school zone speed safety camera system, depending on the context, and also includes any and all Camera Systems installed in the City and owned by Verra Mobility prior to the effective date of this Agreement.
5. "**Change Order Notice**": Written notice from the City 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 City in a Change Order Notice.
7. "**Citation**": A citation, notice of violation, notice of infraction 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**": An image captured of a potential Violation.
10. "**Fees**": The amount payable by City 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. "**Notice to Proceed**": Written confirmation from City that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached as EXHIBIT C.
13. "**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.
14. "**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.

15. "**Project Time Line**": The initial schedule and timelines required to begin the implementation of City's project, as mutually agreed upon by the Parties.
16. "**Red Light Safety Camera System**": A Camera System installed at an intersection Approach.
17. "**System**": A Camera System and the related Infrastructure.
18. "**Violation**": A failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal, or 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. **CITY 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 first Citation issued from the last relocated and installed Camera System. This Agreement will automatically extend for one additional five (5) year term. However, City or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

### 4. **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.

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

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

- 5.1 City 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 City is more than sixty (60) days past due on payments to Verra Mobility, Verra Mobility may, in its sole discretion, exercise any other remedies pursuant to Section 15.1(ii)(b) of this Agreement for non-payment of Fees by City.
- 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 of the Agreement; thereafter, unit prices may increase at the beginning of each five (5) year renewal term 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. City 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 During the term of the contract, City shall not be required to pay Verra Mobility more than City (or Verra Mobility on City's behalf) has collected/received in fines payments through the use of the Axis System cumulatively throughout the term of the contract. For the purposes of this clause, the term

"fines" applies to that portion of fines actually retained by the City according to the distribution method applicable under State law.

This clause will be applied as follows: It is the intent of both parties that the fees earned by the city should cover the vendor costs with all excess to accrue to the City. There will be times, especially with the school zone speed systems where the cameras will not be functioning, i.e. during the summer break, but at other times when excess funds will be generated. It is understood that the excess funds will be used to cover months where a deficit may have accrued. That is, if collections for the program during any month are less than the full amount of Verra Mobility invoices, Verra Mobility's fee shall be equal to the full amount of fines actually collected. Verra Mobility will maintain an accounting of any net balances owed to Verra Mobility and shall apply future collections first to the accrued balance and then to the current months invoice. At any time that Verra Mobility fees and any accrued balances are fully repaid, additional collections will be retained by the City. Any positive revenue balances generated from this program (whether reserved in cash or not by the City) will be used to offset future Verra Mobility invoices in the event of monthly deficits.

#### **6. SITE SELECTION ANALYSIS:**

Prior to installing any System, Verra Mobility may conduct a statistical analysis of each road or intersection Approach being considered for a System or Systems ("Site Selection Analysis") to assist City in determining which road or Approaches will be the most beneficial to City in pursuit of its traffic safety and enforcement goals. For any road or Approach recommended by City, Verra Mobility may deploy or install a System if a constructability analysis concludes a deployment or an 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 City for information obtained by Verra Mobility through operation of the Axis™ System. Unless Verra Mobility is deemed a "Custodian of Record", under applicable "Public Records Act" laws or similar laws, Verra Mobility will not be under any obligation to provide information directly to non-City requesting parties. Should Verra Mobility choose to respond to non-City requesting parties, Verra Mobility and City 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, City's review and prior approval of Verra Mobility disclosing information.

#### **8. CONFIDENTIAL INFORMATION:**

No information given by Verra Mobility to City 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, City shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as City treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. City 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 City receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by governmental agency or the application of statutes, rules and regulations under the federal securities laws or similar process) to disclose any of the Verra Mobility Confidential Information, City will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility' 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, City 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. City will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and City 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 "Public Records Act" or similar laws, insofar as they may be applicable.

Verra Mobility shall not use any information acquired by this Program with respect to any violations or the City's law enforcement activities for any purpose other than under the Program without the express written consent of the City.

## **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 City 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 City a non-exclusive, non-transferable license to use the Axis™ System.

## **10. INDEMNIFICATION:**

- 10.1 Indemnification by Verra Mobility. Subject to Section 10.3, Verra Mobility agrees to indemnify City and its managers, officers, directors, employees, agents, representatives and successors (individually a "City Party" and collectively, the "City Parties") against all claims, liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any City 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 gross negligence or willful misconduct of any City Party.
- 10.2 Indemnification by City. Subject to Section 10.3, City hereby agrees to indemnify Verra Mobility and its direct and indirect subsidiaries, managers, 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 City, 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. Upon the termination of this Agreement and subject to Section 10.3, City agrees to indemnify 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 (a) any claim, action or demand (a "Claim") related to the Systems, if City retains the Systems or (b) if City elects for Verra Mobility to remove the Systems pursuant to Section 15.2(iv), any Claim related to the foundation, conduit, or other below-grade infrastructure.
- 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.

## **11. INSURANCE:**

Verra Mobility shall maintain the following minimum scope and limits of insurance:

- 11.1 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 and \$2,000,000 aggregate. Professional Liability insurance with minimum policy limits of \$1,000,000 for each occurrence, shall also be secured for any professional services being provided to that are excluded in the commercial general liability insurance. Umbrella or Excess Liability insurance may be used to reach minimum required coverage limits.
- 11.2 Workers' Compensation as required by the Industrial Insurance laws of Washington, 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 City.
- 11.3 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.
- 11.4 City and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement on a non-contributory primary basis. Verra Mobility shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name City and its officers, employees, and authorized volunteers as additional insureds. The City's insurance policies shall not be a source for payment of any Contractor liability.
- 11.5 Certificates showing Verra Mobility is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to City prior to the Effective Date of this Agreement. Such certificates shall show that City will be notified in accordance with the policy language relating to cancellations of such insurance policies. Verra Mobility shall forthwith obtain substitute insurance in the event of a cancellation.
- 11.6 City shall be responsible for vehicle insurance coverage on any vehicles driven by City employees. Coverage will include liability and collision damage.
- 11.7 Verra Mobility shall provide the City with written notice of any policy cancellation within two (2) business days of Verra Mobility receiving such notice.
- 11.8 The City does not represent that the minimum required insurance or insurance limits are adequate to cover all potential claims or related claim costs.

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

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

## **13. DISPUTE RESOLUTION:**

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, the Parties shall participate in professionally-assisted mediation, with a mediator acceptable to both Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation

proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

- 13.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and upon a showing of substantial need by the Party seeking discovery.
- 13.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents and shall be final and binding. The arbitrator will have no power to award:
  - (i) damages inconsistent with the Agreement; or,
  - (ii) punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 13.3 All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as may be necessary to comply with legal or regulatory requirements.
- 13.4 Each Party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing Party as determined by the arbitrator. If a Party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other Party, enter a final and binding decision against the nonpaying Party for the full amount of such share, together with an award of attorneys' fees and costs incurred by the other Party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a Party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the Parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

#### 14. CHANGE ORDERS:

City may from time to time request changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement by providing a Change Order Notice. Upon Verra Mobility's receipt of a Change Order Notice, Verra Mobility shall deliver a Change Order Proposal describing the cost, if any. Following City's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price increases or decreases, as the case may be; and any other matters relating to the proposed changes. In the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection (as defined in **EXHIBIT B**) Approaches or the addition of Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in **EXHIBIT A** shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 13 of this Agreement. Such Change Order shall not invalidate the procurement process or this Agreement nor relieve or release Verra Mobility or City of any of its obligations under this Agreement unless stated therein.

#### 15. TERMINATION:

- 15.1 Verra Mobility's services may be terminated:
  - (i) By mutual written consent of the Parties; or

- (ii) For Cause, by either Party where the other Party fails in any material way to perform its obligations under this Agreement.
- (iii) Where City is in material breach of this Agreement for non-payment of Fees to Verra Mobility, then Verra Mobility may exercise any or all of the following remedies: (1) provide City written notice and ten (10) days to cure before suspending performance and turning off Verra Mobility's cameras; (2) withhold payments to City, as described in Section 5.1; (3) terminate this Agreement for cause where City's account remains delinquent sixty (60) days after written notice; and (4) in addition to the foregoing, seek any other available remedies at law or equity.
- (iv) For convenience if the current state legislation is rescinded by the legislature and only if there is no exception language in the rescission legislation that would allow for the contract to continue and only after exhaustion of all legal action by either the City or Verra Mobility, if they so choose, in seeking to mitigate the impairment to the obligations of the Agreement from such a rescission by the legislature. The City shall have no obligation to pay Verra Mobility its fees for any period when it is unlawful to issue Citations. The term of the Agreement shall be suspended during any period in which the Customer is not obligated to pay Verra Mobility and such time period shall be added to the term of the Agreement once it becomes lawful for the City to issue Citations. In the event of termination pursuant to this subsection 15.1(iv), the Parties shall take the following actions set forth in subsection 15.2 below, which survive termination during the wind-down period.
- (v) Termination under this subsection for any reason other than non-payment of Fees by City 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. In the event of Termination by Verra Mobility under this subsection for breach by City (including non-payment of Fees), City 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 by 1/60<sup>th</sup> for each month each Camera System is operational. Said another way, for every month a Camera System is operational, \$2,000 will be subtracted from the total \$120,000 early termination fee for each Camera System.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the Parties recognize that City will have to process Events in the "pipeline", and that Verra Mobility accordingly must assist City in this regard. Accordingly, the Parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) City 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 of \$2,375 per Camera System. After such ninety (90) day period, Verra Mobility shall terminate all use of the Axis System for City's Program and upon such termination, the Axis System, including violationinfo.com website shall no longer be accessible to the City or violators.
- (iii) Except as provided for in Sections 8 and 15.2(iv) related to the Systems, City shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) Upon City's request or if otherwise required by law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove any and all Systems 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 System). Such removal shall include but not be limited to housings, poles and Camera

Systems. As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of City'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 conduit, foundations, and other equipment shall not be required to be removed. City shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Infrastructure.

- (v) Within one hundred twenty (120) days of termination of the Agreement, Verra Mobility shall provide City all evidence package data and information for all Violations currently maintained on the Axis System on behalf of City. The information shall be delivered in the standard Verra Mobility format to City on removable media. Upon delivery of said evidence package data and information City agrees that Verra Mobility is no longer under any obligation to maintain evidence package data or information and that any public records request for such information shall be responded to exclusively by City, as City will be the custodian of records for any and all Violations and related evidence package data and information.

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

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

The Parties may from time to time consider it in their best interest to modify or extend terms, conditions or covenants of this Agreement; require modifications in the Scope of Work to be performed; or request the performance of additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. If modifications result in additional costs to City, Verra Mobility will provide a written estimate of such. Any such addition, deletion, extension or modification, including any increase or decrease in the amount of Verra Mobility's compensation, which are mutually agreed upon by and between City and Verra Mobility shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate the procurement process or this Agreement nor relieve or release Verra Mobility or City of any of its obligations under this Agreement unless stated therein.

#### **17. ADDITIONAL SERVICES:**

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for City to consider (e.g., school bus, bus lane, pedestrian, railroad, other undeveloped technologies, or Program enhancements) and, if so desired, City may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon.

#### **18. 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. 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.

#### **19. PRIOR AGREEMENT SUSPENDED:**

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.

**20. LIMITED AGENCY:**

Verra Mobility shall act as a limited agent of the City solely for purposes of (i) opening and maintaining bank accounts; (ii) access to DMV records; (iii) generating and administratively processing recorded images of Events as described in this Agreement and (iv) the Business Rules. Employees, contractors, agents and servants of Verra Mobility shall in no event be considered to be employees, agents (other than in the limited capacity described herein), contractors or servants of City. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and City.

**21. 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.

**22. TAXES:**

Where required by law, Verra Mobility shall pay for and maintain in current status all taxes assessed against Verra Mobility that are necessary for contract performance. City agrees to pay State of Washington sales or use taxes on all applicable services and materials and agrees to furnish Verra Mobility with an exemption certificate where appropriate, and City agrees to reimburse Verra Mobility for any excise taxes if charged against Verra Mobility.

**23. NOTICES:**

Any notices or demand which, under the terms of this Agreement or under any statute, must or may be given or made by Verra Mobility or City 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 Lake Forest Park 17425 Ballinger Way NE Laker Forest Park, WA 98155 Attn: Michael Harden, Acting Police Chief	American Traffic Solutions, Inc. 1150 N. Alma School Road Mesa, Arizona 85201 Attn: Legal Department
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**24. SURVIVAL:**

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 8, 9, 10, 12, 13, 15, and this Section 24.

**25. EXECUTION:**

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

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EXHIBITS ON FOLLOWING PAGES]

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

**Description of Pricing**

Fees are based on per Camera System per month and are as follows:

<b>Product Description</b>	<b>Fee per Camera per Month</b>
<p><b>1-2 Lane Red Light Safety Camera System</b> – includes existing Camera Systems and Camera Systems installed subsequent to the effective date of this Agreement - the parties shall mutually agree on the number of units to be installed. <u>Fee is for a single Camera System monitoring a single direction of travel.</u></p>	\$4,250
<p><b>3-4 Lane Red Light Safety Camera System</b> – includes existing Camera Systems and Camera Systems installed subsequent to the effective date of this Agreement - the parties shall mutually agree on the number of units to be installed. <u>Fee is for a single Camera System monitoring a single direction of travel.</u></p>	\$4,750
<p><b>1-4 Lane Fixed Site School Zone Speed Safety Camera System</b> – includes existing Camera Systems and Camera Systems installed subsequent to the effective date of this Agreement - the parties shall mutually agree on the number of units to be installed. <u>Fee is for a single Camera System monitoring a single direction of travel.</u></p> <p>Each existing Fixed Site School Zone Safety Camera System shall be relocated so the flashing beacon is in the field of view of the Camera System and the Camera System shall be upgraded to 3D Radar with HD video. To allow for this, three (3) of the currently monitored school zones will now require six (6) Camera Systems (one Camera System to monitor a single direction of travel) and the City agrees to pay the per Camera System fee for each of these six (6) Camera Systems.</p>	\$4,750
<p><b><u>Service Fees:</u></b> Service Fees per Camera System above includes all costs required and associated with Camera System equipment and installation for monitoring up to 4 lanes and two signal phases, routine maintenance, use of Axis System for back-office operations, Event processing services, DMV records access, First Class mailing of notice of infraction, lockbox and epayment processing services (excluding per item process fee and user convenience fee, if applicable), IVR call center support for general Program questions and public awareness Program support. This pricing applies to all Cameras installed within the first twelve (12) months of the term of this Agreement.</p> <p>Fee includes up to 800 issued infractions per camera per month. For any issued infractions issued over 800 per camera per month there will be a \$5.00 processing fee per issued infraction.</p> <p>Verra Mobility's per Camera System monthly fee includes postage for the first class mailing of standard offering. Any additional mailings or Certified mail is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per page service charge. The Video Retrieval Fee pursuant to subsection 1.2.13 of Exhibit B below is \$10.00 per fifteen minute video clip.</p>	

**EXHIBIT B**  
**SCOPE OF WORK**  
**Photo Enforcement (Red Light and Speed 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 City as outlined in this Agreement, excluding those items identified in Section 2 titled "City Scope of Work". Verra Mobility and City 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 City, unless otherwise specified, City shall not charge Verra Mobility for the cost.
- 1.1.2 City 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 City in determining which Approaches will be the most beneficial to City 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 City and Verra Mobility.
- 1.1.4 Verra Mobility will install or deploy Camera System(s) at a number of intersections or Designated Safety Zones to be mutually agreed upon between Verra Mobility and City after completion of Site Selection Analysis. In addition to any initial Designated Intersections or , the Parties may mutually agree to add additional Camera System(s) or Approaches, which shall be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.
- 1.1.5 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (e.g., Force Majeure event, etc.).
- 1.1.6 Verra Mobility's Communications Department will assist City with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy, Verra Mobility may provide public relations consultants, advertising, or media relations for an additional fee as described in **EXHIBIT A**.
- 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 City. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (e.g., Force Majeure event, etc.).
- 1.1.8 Verra Mobility will provide technician site visits to each Camera System, once per month, 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 actively maintain the System located at each Approach to ensure minimum standards as set forth in applicable law, or regulation, or Verra Mobility service

level agreements, are met or exceeded. Verra Mobility shall take reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction, except for causes of Force Majeure.

## 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 City's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide City with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days City shall be responsible for the normal monthly Service Fee.
- 1.2.3 Verra Mobility shall provide City with access to the Axis System, including image processing, first notice printing and mailing of Citation per chargeable event 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. The Axis System shall ensure each Citation or notice of infraction is delivered by First Class mail to the Owner within the statutory period. In the case of a transfer of liability by the Owner, the Axis System shall be setup to mail a Citation or notice of infraction to the driver identified in the affidavit of non-liability or by a rental car company.
- 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 The Axis System shall allow the law enforcement officer to apply the officer's electronic signature to the Citation when authorized to do so by an approving law enforcement officer.
- 1.2.6 Verra Mobility shall seek records from in-state and out-of-state vehicle registration databases and use such records to assist City 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 in-state and out-of-state vehicle registration databases.
- 1.2.7 If City is unable to or does not desire to integrate Axis data to its adjudication system, Verra Mobility shall provide Axis as an adjudication processing module to allow City to review cases, related images, and other related information required to adjudicate the disputed Violation. The Axis 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 Axis data to the adjudication system are the responsibility of City.
- 1.2.8 The Axis System shall provide City with the ability to run and print standard system reports. Verra Mobility provides a robust suite of standard program reporting at no charge to clients with active programs. Upon notice to City, Verra Mobility reserves the right to modify the suite of standard program reporting available to City, so long as such change applies generally to Cities with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon based on the substance and form of the report to be provided.
- 1.2.9 During the twelve (12) month period following the installation of the first camera, upon Verra Mobility's receipt of a written request from City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide City 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. City shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, City shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

- 1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and City shall bear the cost of repair equally with City reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, City negligence, etc. City shall reimburse Verra Mobility for the cost of repair.
- 1.2.11 Verra Mobility shall provide a help-line to assist City with resolving any problems encountered regarding its Camera System and/or the Axis System. The help-line shall function during Business Hours.
- 1.2.12 As part of the Axis System, a website will be made available to allow alleged violators the ability to view their images and video online. This online viewing system shall include a link to either the Verra Mobility or court payment website, whichever is applicable,() 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.
- 1.2.13 For video retrievals requested by City unrelated to enforcement of a Violation, including but not limited to investigation of a criminal matter, Verra Mobility will provide up to fifty-two (52) video retrievals per calendar year at no cost to City. For each additional video retrieval, City shall pay a fee, pursuant to **EXHIBIT A** ("Video Retrieval Fee").

## **2. CITY SCOPE OF WORK**

### **2.1 GENERAL IMPLEMENTATION REQUIREMENTS**

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, City shall provide Verra Mobility with the name, title, mailing address, email address and phone number of:
  - A project manager with authority to coordinate City 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 City 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; and
  - The public works and/or engineering contact responsible for issuing any/all permits for construction.
- 2.1.2 City 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. City shall make every effort to adhere to the Project Time Line.

- 2.1.3 In cooperation with Verra Mobility, City shall prepare the Business Rules for implementation and operation of the Program.
- 2.1.4 City shall direct the Chief of Police or approved alternate to execute the DMV Services Subscriber Authorization, attached as **EXHIBIT D**, to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Verra Mobility is acting on behalf of 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) and as may otherwise be provided or required by any provision of applicable state law.
- 2.1.5 City is responsible for all final jurisdictional issues.
- 2.1.6 Once a Notice to Proceed is granted to Verra Mobility in writing, City shall not issue a stop work order to suspend activity on the implementation process, unless City reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.7 Once a Camera System is installed and determined by Verra Mobility as operational, it shall be immediately put into service.
- 2.1.8 Pursuant to RCW §46.63.170(1)(a), City shall post an annual report of the number of traffic accidents that occurred at each location where an automated traffic safety camera is located as well as the number of notices of infraction issued for each camera and any other relevant information about the automated traffic safety cameras that the City deems appropriate on the City's web site.

## 2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 If City requests that Verra Mobility move a System to a new Approach after initial installation, City shall pay for the costs to relocate the System, which may be up to \$50,000 per System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, City shall continue to pay the Service Fee and any costs for moving or removing the System, which may be up to \$50,000 per System. City may elect to reimburse Verra Mobility directly or Verra Mobility may recover its costs from Program funds in addition to its normal fee.
- 2.2.3 Prior to the installation of any System, City shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for System installation.
- 2.2.4 City will design, fabricate, install and maintain camera warning signs. If City cannot provide such signage, Verra Mobility will do so and City shall reimburse Verra Mobility for such costs.
- 2.2.5 City understands that proper operation of the System requires access to traffic signal phase connections or flashing beacons in school zones. City, therefore, shall provide free access to traffic signal phase connections or flashing beacons according to approved design. When traffic signal phase connections are not under the jurisdiction of City, it shall be City's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase

connections and infrastructure and any costs associated with needed agreements shall be funded by City.

- 2.2.6 City understands that proper operation of the System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. City, therefore, shall provide free access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture for the proper operation of the System.
- 2.2.7 If available, City shall allow Verra Mobility to access power from existing City 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 City's jurisdiction. If these items are not made available, Verra Mobility may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees. In situations where it is not possible to obtain electrical power from a pre-existing source, Verra Mobility may bear the costs for obtaining/routing power and recover the costs from the collected revenue in addition to its normal fees. When access to power facilities is not under the jurisdiction of City, the City shall assist Verra Mobility in negotiating any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. If power costs or running of conduit is cost-prohibitive at a certain location, as determined by Verra Mobility, the parties agree to work on finding another mutually agreeable location.
- 2.2.8 City shall not require Verra Mobility to provide installation drawings stamped by a licensed civil engineer. However, Verra Mobility work product and drawings shall be overseen and approved by a Verra Mobility PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.2.9 City shall approve or reject Verra Mobility submitted plans in a timely manner and shall make best efforts to as few as possible revisions beyond the initially submitted plans. City shall provide its best efforts in providing aid in achieving expeditious plan approvals when plans are being reviewed and permitted by any state and/or county agencies.
- 2.2.10 City, or any department of City, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services during installation or maintenance of a System. Verra Mobility shall be responsible for any and all needed state and/or county permits.
- 2.2.11 City understands and agrees that time is of the essence and shall issue all needed permits to Verra Mobility and its subcontractor(s) as soon as practical after plan approval. City shall provide its best efforts to aid in achieving expeditious permit issuance when permitted by any state and/or county agency.
- 2.2.12 If required by the submitted design for proper operation, City shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within City's jurisdiction, as permitted. City 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.
- 2.2.13 Verra Mobility may build needed infrastructure into any existing City-owned easement, conditioned upon approval from the City.
- 2.2.14 If use of private property right-of-way is needed, City shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. If any fees are required in securing a private property right-of-way lease/rental the parties shall negotiate in good faith how the fees shall be paid or the parties may look for a different location.

2.2.15 City shall comply in all aspects with RCW §46.63.170(1)(b).

### **2.3 LAW ENFORCEMENT DEPARTMENT OPERATIONS**

- 2.3.1 City 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 Axisis to determine which Events constitute Violations that will be issued as Citations. In the event that City fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the Axisis System to allow City to issue a notice or Citation within statutory timeframes.
- 2.3.2 For optimal utilization, City workstation computer monitors for Event review and approval should provide a resolution of 1280 x 1024.
- 2.3.3 For optimal data throughput, City workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.3.4 City shall provide signatures of all authorized law enforcement users who will review events and issue Citations on forms provided by Verra Mobility for setup of the Axisis System to allow said users to apply their electronic signatures to a Citation.

### **2.4 COURTS OPERATIONS**

- 2.4.1 If City does not provide payment processing services, City shall use the Axisis System for payment processing services and the fees for such services shall be negotiated in good faith between the parties.
- 2.4.2 City shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.4.3 City shall provide the specific text required to be placed on the Citation or notice of infraction to be issued by City using the Axisis System within thirty (30) days of the Effective Date of this Agreement.
- 2.4.4 City shall approve the Citation form within fifteen (15) days of receipt from Verra Mobility.
- 2.4.5 City shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. City 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.
- 2.4.6 City shall pursue delinquent collections of unpaid notices with the court, an existing contractor or Verra Mobility.
- 2.4.7 Any potential, one-time, direct costs to Verra Mobility to develop an interface with the Court system will be initially paid by Verra Mobility and any such cost will be reimbursed to Verra Mobility from collected revenues in addition to the Fees in **EXHIBIT A**, Service Fee Schedule 1.

### **2.5 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS**

- 2.5.1 In the event that remote access to the Axisis System is blocked by City network security infrastructure, City's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.



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

Agency ORI: WA0172600

June 27, 2019

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 City of Lake Forest Park 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 City of Lake Forest Park 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 City of Lake Forest Park 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 City of Lake Forest Park 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 Lake Forest Park Police Department and have the authority to empower American Traffic Solutions, Inc. to use ORI WA0172600 for this function.

**SUBSCRIBER INFORMATION**

<b>Subscriber Agency/Name</b>	City of Lake Forest Park
<b>NLETS Agency ORI</b>	WA0172600
<b>Name/Title of Authorized Representative</b>	Michael Harden / Acting Police Chief
<b>Mailing Address</b>	17425 Ballinger Way NE Lake Forest Park, WA 98155
<b>Telephone</b>	206.368.5440 <b>Fax</b> 206.361.8156
<b>Email</b>	mharden@ci.lake-forest-park.wa.us
<b>Signature of Authorized Representative</b>	
<b>Date Signed</b>	6-27-19