



CITY OF LAKE FOREST PARK CITY COUNCIL SPECIAL MEETING

Tuesday, April 30, 2024 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/81639928329>

Call into Webinar: 253-215-8782 | Webinar ID: 816 3992 8329

The City Council is providing opportunities for public comment by submitting a written comment or by joining the meeting webinar (via computer or phone) or by attending in person to provide oral public comment.

HOW TO PARTICIPATE WITH ORAL COMMENTS:

Sign up here <https://app.waitwhile.com/welcome/comment-sign-up> between 9:00 a.m. and 5:00 p.m. on the day of the meeting to provide Oral Comments during the meeting.

If you are in person at the meeting, there is a sign in sheet located near the entrance to the Council Chambers. Simply fill the form out and the Mayor will call your name at the appropriate time. Oral comments are limited to 3:00 minutes per speaker.

If you are attending the meeting via Zoom, in order to address the Council during the Public Comment section of the agenda, please use the “raise hand” feature at the bottom of the screen. Oral comments are limited to 3:00 minutes per speaker. Individuals wishing to speak to agenda items will be called to speak first in the order they have signed up. The City Clerk will call your name and allow you to speak. Please state your name and whether you are a resident of Lake Forest Park. The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

<https://www.cityofflp.gov/615/Hybrid-City-Council-Meetings>

Written comments for public hearings will be submitted to Council if received by 5:00 p.m. on the date of the meeting; otherwise, they will be provided to the City Council the next day. Because the City has implemented oral comments, written comments are no longer being read under Public Comments. The City Clerk will read your name and subject matter into the record during Public Comments.

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City’s website at www.cityofflp.gov

Meetings are shown on the city’s website and on Comcast channel 21 for subscribers within the Lake Forest Park city limits.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPTION OF AGENDA**
- 4. PUBLIC COMMENTS**
- 5. ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION**
 - A.** NE 178th Street Traffic Speed Safety Cameras, Speed Analysis and Equity Impact Analysis
 - B.** Resolution 24-1952/Approving Race Zone Traffic Safety Cameras pursuant to Lake Forest Park Municipal Code 10.06.010
- 6. ADJOURN**

FUTURE SCHEDULE

- Thursday, May 9, 2024 City Council Work Session Meeting 6 pm - *hybrid meeting (Zoom and City Hall)*
- Thursday, May 9, 2024 City Council Regular Meeting 7 pm - *hybrid meeting (Zoom and City Hall)*
- Thursday, May 16, 2024 City Council Budget & Finance Committee Meeting 6 pm - *hybrid meeting (Zoom and City Hall)*
- Monday, May 20, 2024 City Council Committee of the Whole Meeting 6 pm - *hybrid meeting (Zoom and City Hall)*
- Thursday, May 23, 2024 City Council Regular Meeting 7 pm - *hybrid meeting (Zoom and City Hall)*
- Monday, May 27, 2024 Memorial Day – *City Offices Closed*

This is a special meeting of the City Council. Action may only be taken on items listed on the agenda.

Any person requiring a disability accommodation should contact city hall at 206-368-5440 by 4:00 p.m. on the day of the meeting for more information.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 30, 2024

Originating Department Executive

Contact Person Mayor French
Phillip Hill, City Administrator
Kim Adams Pratt, City Attorney

Title NE 178th Street Traffic Speed Safety Cameras, Speed Analysis and Equity Impact Analysis

Legislative History

- First Discussion/Goal Setting – March 23, 2024, City Council Retreat Special Meeting
- First Presentation/Action – April 30, 2024, Special City Council Meeting

Attachments:

1. Transpogroup NE 178th Street speed analysis
2. EConorthwest NE178th Street Traffic Speed Safety Camera Equity Impact Analysis
3. Verramobility Professional Services Agreement AG-19-044
4. Map showing required sign locations
5. Resolution 24-1952 – identifying and adopting the locations of two No Racing Zone Speed Cameras

Executive Summary

The city council is considering an upgrade of the currently existing school zone traffic cameras on NE 178th St, one near the intersection with 33rd Ave. NE (designated “LF02”) and the other near the intersection with Brookside Blvd./NE 180th St. (designated “LF01”). These cameras would be upgraded to be speed zone cameras during non-school zone times. The goal of this upgrade is to enhance pedestrian and non-motorized vehicle safety by slowing down motor vehicle traffic in this area. Speed

cameras along this section of NE 178th Street would support Council Goal #8 from the March 23, 2024, City Council Retreat.

Lake Forest Park Municipal Code (LFPMC) 10.06.010 authorizes traffic cameras in areas designated by ordinance as a zone subject to specified restrictions and penalties on racing and race attendance. LFPMC 9.35.050 designates NE 178th Street from 25th Ave. NE to State Route 104 as a “no racing zone”.

The speed analysis study and equity impact analysis needed to designate this area for race zone traffic speed safety cameras are included for review.

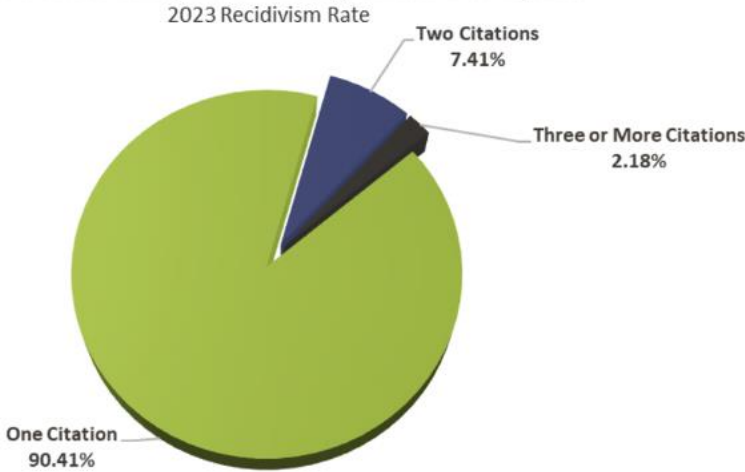
Background

NE 178th St. is classified as a “minor arterial” in Lake Forest Park. The current school zone traffic cameras on that street are authorized by chapter 10.06 LFPMC and related state statutes. The school in question is Brookside Elementary School, part of the Shoreline School District.

Recent alarming trends have emerged from the data from those traffic cameras. In 2022, LF01 issued 3,680 citations and LF02 issued 3,304 citations; for context, the total traffic volume for the year was just over 1.3 million vehicles logged. In 2023, LF01 issued 4,199 citations (a 14% increase over the previous year) and LF02 issued 3,704 citations (a 12% increase); traffic volume was just over 1.6 million vehicles logged (a 23% increase). These figures were provided by Verra Mobility, the camera vendor, and reviewed by the LFP Police Department.

More startling is that the recidivism (repeat offender) rate is only 9.6% (see figure), implying that, with the increase in traffic volume, a lot of drivers are not paying attention to the posted speed limits.

Lake Forest Park, WA - Safety Camera Program



The posted speed limit in the school zone is 20 mph. The recorded speeds are high: 137 of the citations in 2023 were for speeds in excess of 40 mph, with the top speed being 56 mph. 980 more citations were issued for speeds between 35 and 39 mph. These citations were issued when the warning lights on the sign were flashing and when children were present on the sidewalks and in the school area.

As required by LFPMC 10.06.010(B), a traffic study analysis showing the engineering necessity of these upgrades was performed by the Transpo Group, a consultant with familiarity of traffic patterns in the city.

As required by RCW 46.63.170(1)(d)(ii), an equity study analysis showing the effect of these cameras on the neighborhood was performed by EConorthwest, a regional firm with experience in equity studies for government agencies.

As Sound Transit and Link Light Rail opens the NE 185th St. station in Shoreline, the number of vehicles traveling on NE 178th St. is anticipated to only increase. We have an opportunity to enhance pedestrian and non-motorized vehicle safety using existing city infrastructure, which will keep costs down for the upgrade.

The administration, including the police department, public works, and the municipal court, has been meeting with Verramobility, the city’s traffic camera provider, to ensure that this approach is feasible with the existing technology and to discuss how this new service would be integrated into the current contract for services. Because the current contract only anticipates red light and school zone cameras, the contract will require an amendment to include race zone speed cameras. The proposed amendments will be presented to the Council in May.

The fee schedule from the current contract can be found on page 12 of Attachment 3. The current proposed base fee for these new camera types is \$4,750, which includes the processing of up to 400 citations per month. Verramobility has completed an internal pricing study, concluding that the pricing adjustment of \$5.00 for every issued citation would apply for citations above 400 per month, rather than the 800 per month allowed for other camera types, due to the sheer volume of anticipated citations.

Staffing

The attached speed analysis anticipates an initial daily citation rate of 350 – 470 vehicles per day. This number of possible citations would overwhelm the current staffing for review in both the police department and municipal court and likely result in the need to hire additional staff. State law does allow for money collected from these citations to pay for administrative costs.

Additionally, this increased workload is a mandatory subject of collective bargaining and will need to be bargained with the police guild. The guild has been provided notice of the possible change, and the administration will be bargaining the impacts of implementing these cameras if adopted by the city council.

Required Signage



Fiscal & Policy Implications

The city has incurred \$13,100 in consultant costs for the two studies and will incur additional costs in the placement of eighteen (18) “no racing zone” signs along NE 178th Street as required by law at an estimated cost of \$4,500. There is no outlay of capital to Verramobility for their work and infrastructure as it is included in the monthly fees.

The administration anticipates increased personnel costs associated with administering this program.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">Accept the two studies and identify the area within the NE 178th Street no race zone to be enforced by speed safety cameras.	The administration will place the appropriate “no racing zone” signage 30-days prior to activation of the speed safety cameras and work with Verramobility to activate the cameras no sooner than 30 days following sign placement on NE 178 th Street.
<ul style="list-style-type: none">Do not accept the two studies and do not identify the area within the NE 178th Street no race zone to be enforced by speed cameras.	No further work will be undertaken by the administration with respect to speed safety cameras along NE 178 th Street.

Staff Recommendation

Review the included studies and current traffic camera contract. Staff will be on hand to answer any questions the city council may have. The Council will then need to determine whether to accept the two studies and direct the administration to commence with the necessary steps to install and activate the speed safety cameras along NE 178th Street through Resolution 24-1952.

MEMORANDUM

Date:	April 17, 2024	TG:	1.18166.21
To:	Jeffrey Perrigo, PE – City of Lake Forest Park		
From:	Jon Pascal, PE- Transpo Group Bahar Azin - Transpo Group		
Subject:	Extending Operational Hours of the NE 178th Street Traffic Safety Cameras		

The City of Lake Forest Park is proposing to modify the existing school zone traffic safety cameras located along the NE 178th Street corridor to monitor vehicle speeds throughout the day. Such a change would allow the cameras to be activated 24 hours a day and 7 days a week to monitor the 25 mph corridor speed limit, while also continuing to monitor the 20 mph school zone speed limit during the morning and afternoons when Brookside Elementary School is in session. The City has requested a speed and safety analysis to provide an understanding of the existing conditions along NE 178th Street from 25th Avenue NE (western city limits) to State Route 104. This memorandum provides a summary of existing vehicle speeds, traffic volumes, crashes, and citations issued by the existing school zone traffic safety cameras and will be used as a basis for monitoring safety performance along the corridor.

State Law on Automated Traffic Safety Cameras

State law allows for additional “at-large” automated traffic safety cameras to detect speed violations based on specific population thresholds. The cameras can only be placed in locations that comply with one of the following:

- A. The location has been identified as a priority location in a local road safety plan that a city has submitted to the Washington state department of transportation and where other speed reduction measures are not feasible or have not been sufficiently effective at reducing travel speed;
- B. The location has a significantly higher rate of collisions than the city average in a period of at least three years prior to installation and other speed reduction measures are not feasible or have not been sufficiently effective at reducing travel speed; or
- C. The location is in an area within the city limits designated by local ordinance as a zone subject to specified restrictions and penalties on racing and race attendance.

The City of Lake Forest Park has designated NE 178th Street from 25th Avenue NE to State Route 104 as a “no racing zone” through adoption of Ordinance 23-1284 and codified in LFPMC 9.35.050. Such a designation allows Lake Forest Park to install “at-large” automated traffic safety cameras along the corridor to monitor vehicle speeds.

Corridor Description

The NE 178th Street corridor within the City of Lake Forest Park is shown in Figure 1. The figure highlights the location of the existing school zone speed cameras and radar speed feedback signs that are in place along the corridor.

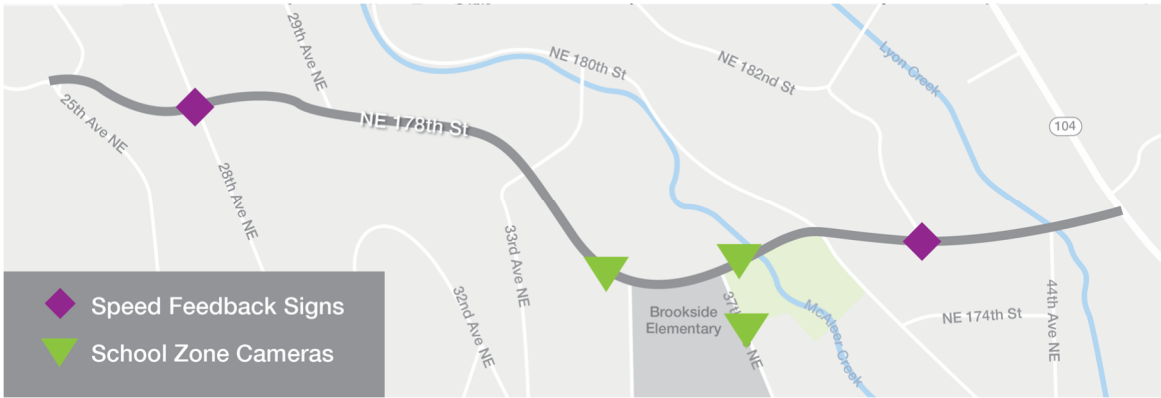


Figure 1. NE 178th Street Corridor with Existing Speed Management Tools

NE 178th Street is a two-lane east-west roadway with a posted speed limit of 25 miles per hour (mph), including a single lane in both eastbound and westbound directions. The roadway is classified as a Minor Arterial by the City of Lake Forest Park based on the adopted Comprehensive Plan.

There is a school zone located between 35th Avenue NE and 37th Avenue NE, with speed cameras operating from 7:30 am to 9:30 am and 2:30 pm to 4:30 pm, with a reduced speed limit of 20 mph. Additionally, two speed feedback signs are positioned at the intersections of NE 178th Street and 28th Avenue NE, and NE 178th Street and 40th Avenue NE.

Vehicle Speeds

Speeds for all vehicles were collected along the study corridor at two locations by using the speed feedback signs at the intersection of NE 178th Street and 40th Avenue NE, and the intersection of NE 178th Street and 28th Avenue NE over two months from April to May 2023. The posted speed limit on the corridor during the data collection period was 25 mph.

Key speed indicators include the median speed, 85th percentile speed, 10 mph pace, percent in pace, and percent of vehicles 5 mph over the speed limit. The key indicators are used to help identify if a speeding problem exists and to what extent. The definition and purpose of the speed indicators are described below. Table 1 summarizes the key speed indicators for the study corridor.

Median Speed – The speed in which 50 percent of all traffic is traveling at or below. The statistical median is not typically used in determining the appropriate posted speed limit, but is used as a point of reference in understanding the prevailing conditions. Ideally, the median speeds should be under the posted speed limit.

85th Percentile Speed – The speed in which 85 percent of the traffic is traveling at or below. Typically, the 85th percentile speed should be within 5 to 10 mph of the posted speed.

10 mph Pace – The 10 mph pace is a measure of the range in speeds and is defined as the consecutive 10 mph range containing the highest number of vehicles. Typically, the upper limit of the 10 mph pace should be near the posted speed limit.

Percent in Pace – The percent in pace represents the percentage of all vehicles traveling within the 10 mph pace. It is desirable to have a high percentage of the total number of vehicles in the 10 mph pace.

Percent of Vehicles 5 mph over the Speed Limit – A measure representing the number of vehicles traveling over the posted speed limit by at least 5 mph. This represents the percentage of vehicles that could be the target of automated traffic safety cameras since citations are usually given to vehicles exceeding the speed limit by more than 5 mph.

Table 1. NE 178th Street Speed Data Summary (2023)

Indicator	Westbound ¹	Eastbound ²
Posted Speed Limit (mph)	25 mph	25 mph
Average Daily Traffic	2,250 vehicles	3,655 vehicles
Median Speed	23 mph	24 mph
85th Percentile Speed	28 mph	29 mph
10 mph Pace	19-29 mph	20-30 mph
% in Pace	63%	62%
% of Vehicles 5 mph over Speed Limit ³	7%	9%

1. Data collected in the westbound direction at 40th Avenue NE.
2. Data collected in the eastbound direction at 28th Avenue NE
3. Represents the vehicles exceeding the posted speed limit by at least 5 mph.

As shown in Table 1 the number of vehicles driving at 31 mph or more is about 7 percent of the total daily westbound traffic and 9 percent of the total daily eastbound traffic.

For a more comprehensive understanding of speed distribution within the corridor, Figure 2 and Figure 3 present a summary of speed distribution data gathered from the speed feedback signs. The graphs show the average daily number of vehicles operating in speed ranges of 5 mph.

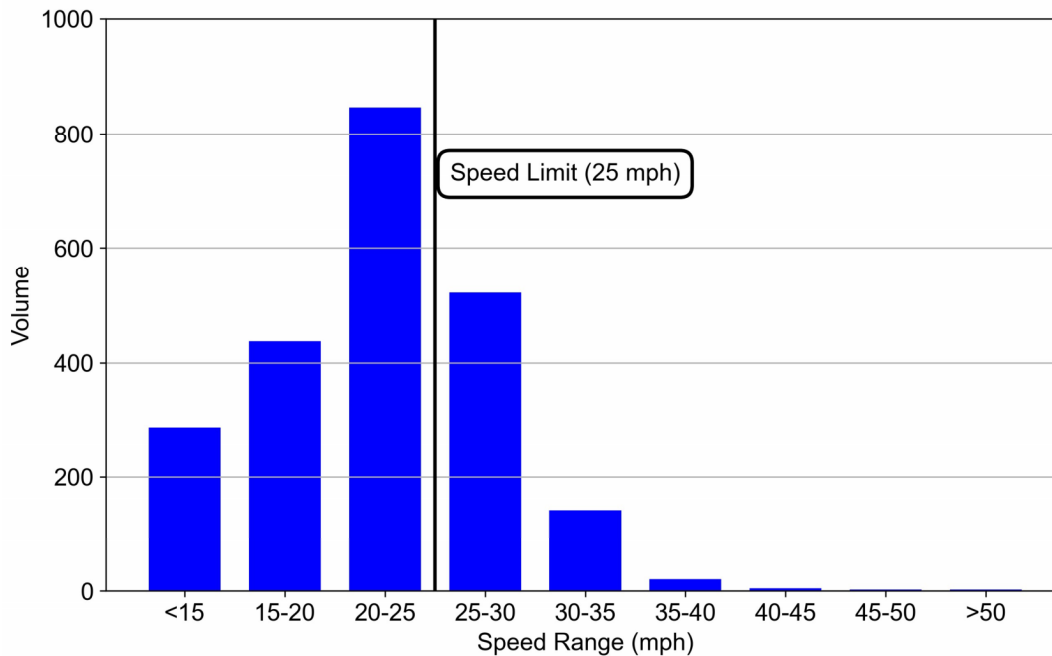


Figure 2 Vehicle Speed Distribution for NE 178th Street at 40th Avenue NE (Westbound)

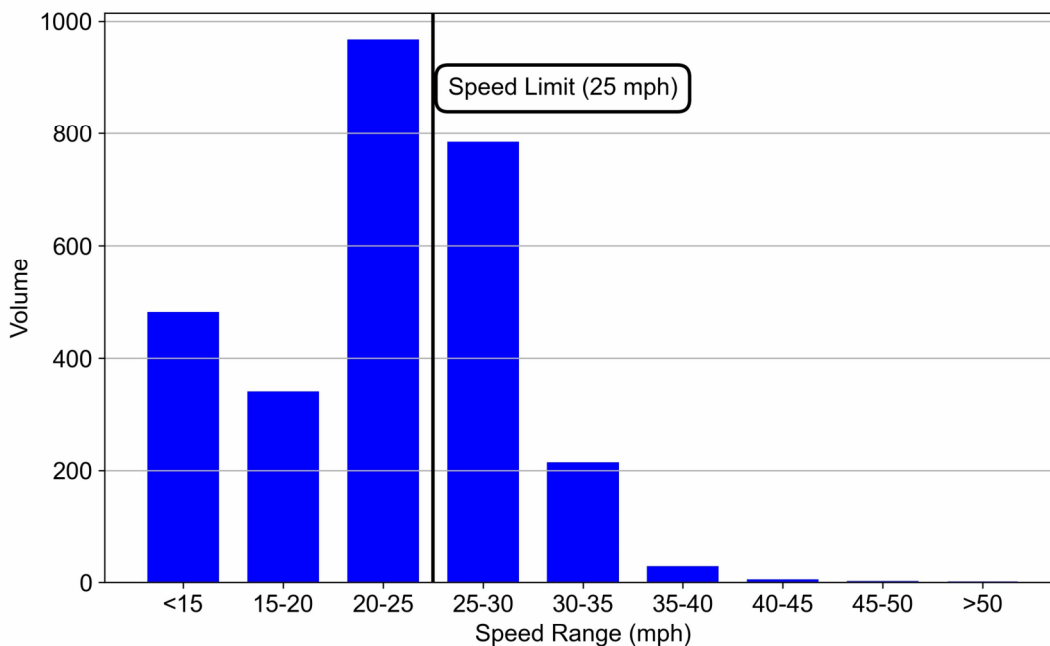


Figure 3 Vehicle Speed Distribution for NE 178th Street at 28th Avenue NE (Eastbound)

The figures highlight that a majority number of vehicles operate at or under 25 mph. However, they also highlight many vehicles continue to exceed the speed limit, specifically in the eastbound direction. The second highest volume of vehicles falls within the speed range of 25 to 30 mph.

Collision Records

Crash records over the most recent complete five-year period were reviewed for the corridor. The crash records are summarized in Table 2. Historical crash data was provided by WSDOT for the period of January 1, 2019 to December 31, 2023.

Table 2. Annual Collision Summary – 2019 to 2023

Roadway Segment	2019	2020	2021	2022	2023	Total	Annual Average
NE 178th Street	8	1	2	2	1	21	3.5

Source: WSDOT, 2023.

Note: Under 23 U.S. Code § 409 and 23 U.S. Code § 148, safety data, reports, surveys, schedules, lists compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

As shown in Table 2, the corridor experienced an annual average of more than 3 collisions over the last 5-year period, with 21 collisions total along the corridor. The majority of collisions resulted in property damage only, with no fatalities and two injuries over the last 5-year period.

Of the total collisions, six involved improper vehicle movements (improper passing, improper backing, or not granting right-of-way to another vehicle), three involved driver inattention or distraction, and one involved a driver under the influence of alcohol. No collisions involved pedestrians or bicyclists.

School Zone Speed Camera Citations

In addition to the radar speed feedback sign, data for both directions of travel were collected from the school zone speed cameras. The cameras currently operate from 7:30 to 9:30 am and 2:30 to 4:30 pm when school is in session and enforce the 20 mph school zone speed limit. While the cameras record driver speeds continuously, citations are issued during enforcement hours only. The cameras also operate during school early release time periods, which is why some citations are noted during the midday period. The citation data were collected for the most recent year, 2023. The summary of citations issued by each hour of the day is shown in Table 3.

Table 3. School Speed Camera Citations Records by Time of the Day

Time Period	% of Total Citations	Average Number of School Zone Citations per Hour per Day ¹	Average Number of School Zone Citations per Hour per Year
7-7:59 AM	8%	4	607
8-8:59 AM	18%	8	1,460
9-9:59 AM	14%	6	1,092
10-10:59 AM	-	-	-
11-11:59 AM	2%	1	132
12-12:59 PM	1%	-	72
1-1:59 PM	4%	2	301
2-2:59 PM	15%	6	1,147
3-3:59 PM	24%	11	1,925
4-4:59 PM	15%	6	1,167
TOTAL	100%	44	7,903

NOTE: 2023 data for both directions

1. Represents the ratio of the average daily citations recorded by time of the day.

Based on the citation records from school zone speed cameras in Table 3, there are on average approximately 44 citations recorded daily, which results in approximately 7,903 citations recorded per year. A higher number of citations is generally observed during the afternoon hours.

Estimated Number of Citations with All-Day Speed Enforcement

Expanding the operating hours of the traffic safety cameras would extend the duration that speeding violations would be captured. To estimate the total number of citations that may be issued with the extended operating hours of the cameras, it was assumed that the proportion of vehicles exceeding the posted speed limit by over 5 mph will remain consistent at approximately 7 percent of total westbound daily traffic and 9 percent for eastbound daily traffic (see Table 1). In addition, vehicle speeds and traffic volumes fluctuate on a daily basis, so a +/- 15 percent range in total citations was assumed. As a result, the number of vehicles receiving citations could fluctuate between 350 to 470 vehicles per day if the camera operating hours are expanded to monitor vehicle speeds 24 hours a day, 7 days per week. Based on the experience of other agencies, it is also expected that vehicle speeds and the number of citations would decrease over time as more drivers become familiar with the cameras.

Key Findings

The key findings of the speed and safety analysis along NE 178th Street are the following:

- No-Racing Zone:** NE 178th Street has been designated as a "no racing zone," subject to specified restrictions and penalties on racing and race attendance, under Ordinance 23-1284 and LFPMC 9.35.050. Such a designation allows the City to install



“at-large” automated traffic safety cameras along the corridor to monitor vehicle speeds.

- **Vehicle Speeds:** Existing speed data shows a persistent trend of vehicles traveling over the speed limit despite existing speed management tools. While a significant portion of vehicles drive below the posted speed limit, a considerable number of vehicles exceed the speed limit. Records show that approximately 7 percent of vehicles travel over 5 mph above the speed limit in the westbound direction and 9 percent in the eastbound direction.
- **Collision Records:** Over the past five years, the corridor has experienced an average of more than five collisions annually, totaling 21 collisions. While most collisions resulted in property damage only, improper vehicle movements, driver distraction, and exceeding safe speeds were the key contributing factors.
- **School Zone Speed Camera Citations:** With operating hours from 7:30 am to 9:30 am and 2:30 pm to 4:30 pm, and a reduced speed limit to 20 mph, an average of 44 daily citations and 7,903 yearly citations are issued to vehicles traveling at 26 mph or greater.
- **Extending Speed Camera Operating Hours:** Expanding the operating hours of the traffic safety cameras would extend the duration that speeding violations would be captured. It is estimated that approximately 350 to 470 citations would be issued per day if the camera operating hours were expanded to monitor vehicle speeds 24 hours a day, 7 days per week.
- **Monitoring:** The data summarized in this study may be used to monitor changes in vehicle speeds, collisions, and number of citations and track the safety performance of the corridor over time.



April 2024

Traffic Speed Safety Camera Equity Impact Analysis

City of Lake Forest Park, WA

Prepared for: Tom French, Mayor of City of Lake Forest Park

This report was produced by ECOnorthwest team members Jade Aguilar, Jolie Brownell, and Aditya Gadkari. For more information, please contact

ECOnorthwest

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EDUCATION

» The neighborhood in which the speed safety camera (SSC) is being proposed has a slightly higher proportion of children than the rest of the City and County (See Table 1). Children’s ability to get to school in a safe and timely manner is crucial to their educational attainment. An SSC on NE 178th St. can help ensure safer routes to school for students at Brookside Elementary

LIVABILITY

» The SSC on NE 178th Street has the potential to provide a short-term solution aimed at incentivizing driver behavioral change to improve the long-term safety and well-being of individuals who live, work, and play in the neighborhood in which the camera is located. In time, however, if the rates of traffic crashes and/or speed violations do not decrease in that area, the City should consider other road

ECONOMICS

» It is important to ensure the equitable distribution of both the economic benefits and the burdens of speed safety cameras in the areas where they are located. It is the intent of the City of Lake Forest Park to reinvest revenues generated by the SSC into local street safety programs and improvements and ensure the equitable distribution of these economic benefits.

» Commuters, who are relatively more diverse and have lower incomes than the residents of the SSC's surrounding neighborhood, may experience a disproportionate financial burden from SSC placement and speed zone enforcement. This is due to their increased reliance on NE 178th St from the anticipated

ENVIRONMENTAL HEALTH

» Although it is a short-term solution, the proposed SSC has the potential to generate revenue for general funds, which can support street safety programs like road infrastructure improvements and preservation projects

ACCESSIBILITY

» Two important accessibility considerations for the proposed SSC on NE 178th St include 1) the use of plain and clear signage and 2) the administration of traffic infractions in accessible ways

2. Introduction

Purpose

ECONorthwest prepared this equity analysis report for the City of Lake Forest Park (“City”) as required by the 2023 Revised Code of Washington (RCW) 46.63.170(1)(d)(ii).¹ The Equity Analysis will be used by City Council to analyze whether traffic safety cameras (SSCs) should be placed at the 3300 block of NE 178th Street in Lake Forest Park to detect speed violations in conjunction with the existing school zone speed SSC at this location. The City Council has previously identified this location as being in a zone subject to restrictions and penalties for racing in Ordinance No. 23-1284.²

RCW 46.63.170(1)(D)(II)

Equity Analysis

“A city locating an automated traffic safety camera under this subsection (1)(d) must complete an equity analysis that evaluates livability, accessibility, economics, education, and environmental

Background

In 2022, Washington State passed Senate Bill (ESSB) 5974 to reform the state law permitting the use of automatic cameras as traffic enforcement tools. The reformed bill expanded the locations where cities can place automatic cameras to now include areas outside hospitals and parks, along routes where kids walk to and from school, and at intersections with higher-than-average rates of crashes.³ As a result of ESSB 5974, the City of Lake Forest Park adopted Ordinance No. 1251, adding the possibility of SSC for school walk areas and public park speed zones. Then, in 2023, also as allowed in ESSB 5974, LFP adopted Ordinance No. 23-1283, which authorized SSC

¹ RCW 46.63.170(1)(d)(ii).

² Ordinance No. 23-1284. [An Ordinance of the City Council of The City of Lake Forest Park, Washington, Amending Title 9 of the Lake Forest Park Municipal Code \(“LFPMC”\) Public Peace, Morals, and Welfare, Establishing A New Chapter, 9.35 LFPMC Street Racing.](#) n.d.

³ Washington State Legislature. [SB 5974 – 2021-22.](#) 2022.



for speed violations in zones subject to restrictions and penalties on racing and race attendance.⁴ RCW 46.63.170(1)(d)(ii) requires that cities and counties conduct an equity assessment on the impact of the potential placement of the automated traffic SSC prior to its installation. This equity analysis must consider the impact of the camera's location on the immediate community's livability, accessibility, economic well-being, educational opportunities, and environmental health.⁵

In accordance with state statute, the City of Lake Forest Park hired EConorthwest to conduct this equity analysis for the installation of two hybrid cameras at pre-existing safety traffic camera locations on the 3300 block of NE 178th Street, identified in Lake Forest Park Municipal Code (LFPMC) 9.35.050(B)(3). The existing SSC sits in a school zone just up the road from Brookside Elementary School and Pepitas Bilingual Preschool. The school zone's 20 mph speed limit is currently enforced solely during school hours (120 minutes in the morning and afternoon). However, concerns regarding pedestrian safety, especially among young school-age children, continue to grow given 1) high rates of crashes nearby, 2) high rates of issued traffic tickets, and 3) an anticipated increase in through traffic with future light rail expansion.⁶ To address these concerns, the City plans to authorize the conversion of two existing SSCs to 24/7 hybrid cameras under RCW 46.63.170(1)(d)(ii). These new cameras will continue their school zone speed enforcement during school hours (26 mph will trigger the cameras during school zone hours of 20 mph) while also enforcing a slightly higher speed during non-school hours (31 mph will trigger the cameras during non-school zone hours of 25 mph). It is the City's hope that the enforcement of these 24/7 hybrid cameras will reduce rates of speeding on NE 178th St. and improve the safety and well-being of its surrounding neighborhood.

Why SSCs Require An Equity Impact Analysis

Speed safety cameras have been shown to reduce speed violations and crashes significantly.⁷ Consequently, when compared to traditional traffic enforcement (e.g., traffic stops), the

⁴ City of Lake Forest Park. [Ordinance No. 1283](#). 2023.

⁵ RCW 46.63.170(1)(d)(ii).

⁶ Seattle Office of Planning and Community Development. [Light Rail Expansion in Seattle](#). n.d.

⁷ Washington Traffic Safety Commission. [Speed Safety Camera Readiness Guide](#). 2023.



literature suggests that SSCs have the potential to be more equitable by 1) reducing pedestrian fatalities from car crashes, especially Black, Indigenous, People of Color (BIPOC) who are overrepresented in traffic deaths, and 2) removing social bias (e.g., racial profiling) from traffic speed enforcement by solely capturing vehicles and vehicle license plates.⁸ However, while SSCs may appear equitable on the surface, their placement is a major factor in their overall in/equitable impact.

As speed enforcement tools, SSCs must be contextualized within histories of planning and transportation systems that have disproportionately impacted BIPOC, lower-income, and other marginalized communities.⁹ For instance, in various cities, transportation infrastructure in low-income and minority communities has historically been neglected, contrasting with better-designed roads in wealthier, predominantly white neighborhoods. Consequently, highways and main roads with higher speeds often intersect historically marginalized areas due to past environmental injustices and poor planning.¹⁰ Introducing SSCs in these communities might compound the problem by penalizing residents for the city's failure to invest in proper road engineering. In this way, without careful consideration of camera placement, SSCs can have inequitable consequences, particularly for the communities that speed safety cameras are intended to benefit.

⁸ Parsons, Susannah. 2021. "[Can Automated Speed Safety Systems Advance Racial and Economic Equity.](#)" SPUR News., See also, Smart Growth America. [Dangerous By Design.](#) 2022.

⁹ Washington Traffic Safety Commission. [Speed Safety Camera Readiness Guide.](#) 2023., See also Hopkins, Emily, and Sanchez, Melissa. 2022. "[Chicago's 'Race-Neutral' Traffic Cameras Ticket Black and Latino Drivers the Most.](#)" ProPublica.




¹⁰ Washington Traffic Safety Commission. [Speed Safety Camera Readiness Guide.](#) 2023.



3. Equity Impact Analysis


The City of Lake Forest Park is required to assess many elements regarding the placement of two speed safety cameras on NE 178th Street to ensure the equitable distribution of benefits while also addressing any possible disproportionate distribution of burdens and negative impacts. To support this analysis, EConorthwest’s team evaluates important questions, informed by best practice research and literature on the equitable decision-making, placement, deployment, and evaluation of speed safety cameras. Informed by both publicly available data and local insights shared by City staff, the rest of the report answers these top equity questions in the context of the proposed NE 178th Street SSC and considers their alignment with national best practices.

Answer Key

-  **Equity Target Met:** Facets of SSC that reflect best practices.
-  **Equity Target Warning:** Negative equity implications that need to be addressed.
-  **Equity Target Opportunity:** Facets of SSC to consider that reflect best practices.

Before Speed Camera Placement

» **Does the proposed SSC location align with ESSB 5974 and RCW 46.63.170(1)(d)(ii)?**

 The proposed 24/7 hybrid SSC on NE 178th St. aligns with Senate Bill 5974 and RCW 46.63.170(1)(d)(ii) under the City’s local ordinance, LFPMC 9.35.050, which designates this location within a zone subject to specified restrictions and penalties on racing, permitting the instillation of the proposed SSC.¹¹

¹¹ Washington State Legislature. [SB 5974 – 2021-22](#). 2022., See also, City of Lake Forest Park. [Ordinance No. 1283](#). 2023.

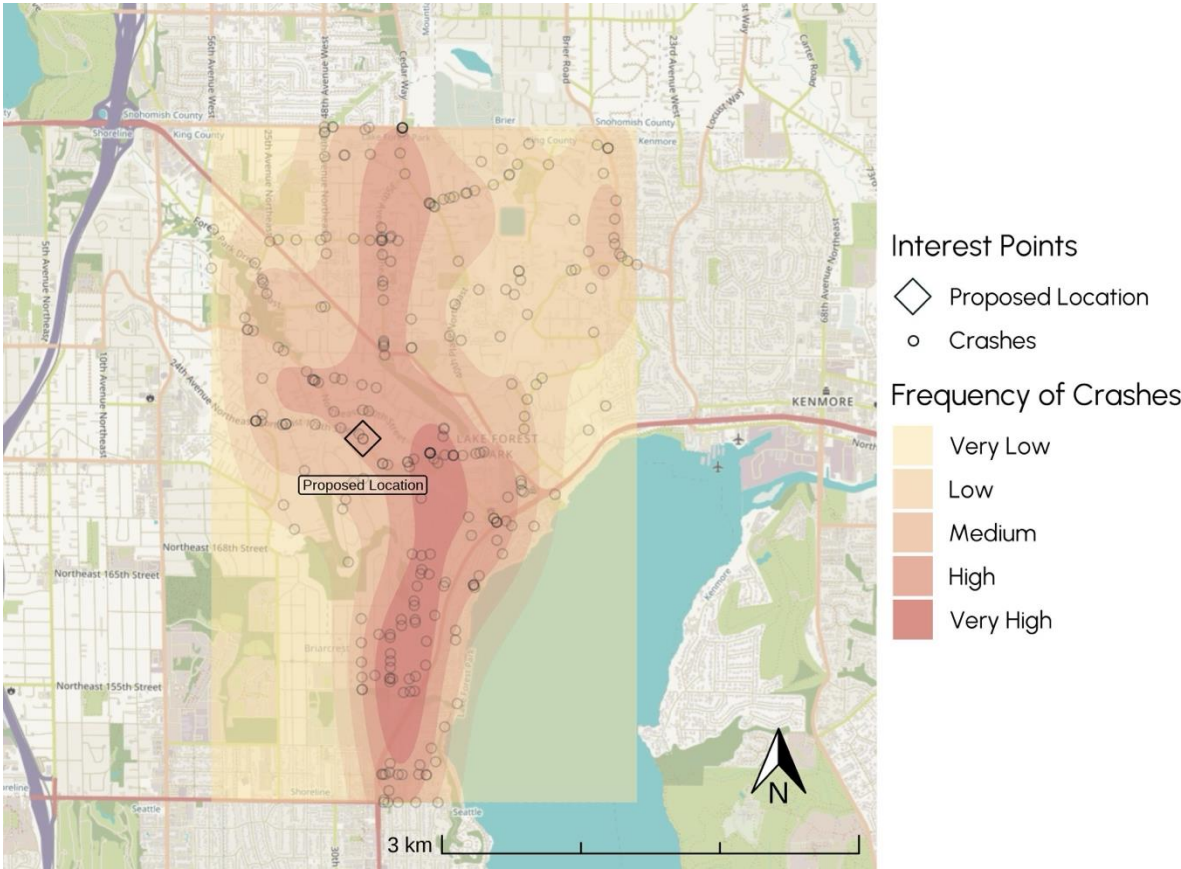


The street where the traffic cameras have been proposed has had the highest number of crashes of any inner-city street in Lake Forest Park over the last seven years. While 70 percent of motor vehicle crashes between 2016 and 2023 happened on two-state highways, an analysis of crashes on inner-city streets reveals that 31 of the 276 (11%) inner-city crashes occurred on NE 178th Street. **Figure 1** shows the frequency of crashes on inner-city streets in the 7-year period. It should be noted that the vast majority of these crashes occurred between 2016 and 2019, and most did not result in injuries. Nonetheless, the high frequency of crashes over time does make a strong case for improved traffic safety measures in this area.

Traffic Safety Concerns in the City of Lake Forest Park

Figure 1: Crashes on Inner-City Streets from 2016-2023

Source: City of Lake Forest Park, EConorthwest



Crash analysis on NE 178th Street shows both a demonstrated need for traffic cameras based on rates of collision and the ineffective deployment of the existing



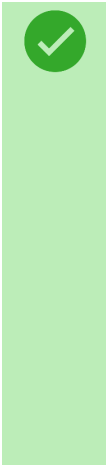
school zone SSC in decreasing these rates of crashes. *In this way, the proposed SSC location aligns with RCW 43.63.170.*

» **Did community engagement inform the decision on the placement of these SSCs?**



A key element to an equitable decision-making process is the involvement of community members most likely to be positively and negatively impacted by such a decision.¹² According to City staff, *the proposed location for these speed cameras build off past elevated local community concerns on pedestrian safety, particularly student safety.* Additionally, because there is already a pre-existing SSCs at the current locations of these proposed 24/7 hybrid cameras, additional engagement for such a decision may prove unnecessary.

» **How will the location of these speed safety cameras benefit or burden those who use NE 178th Street?**



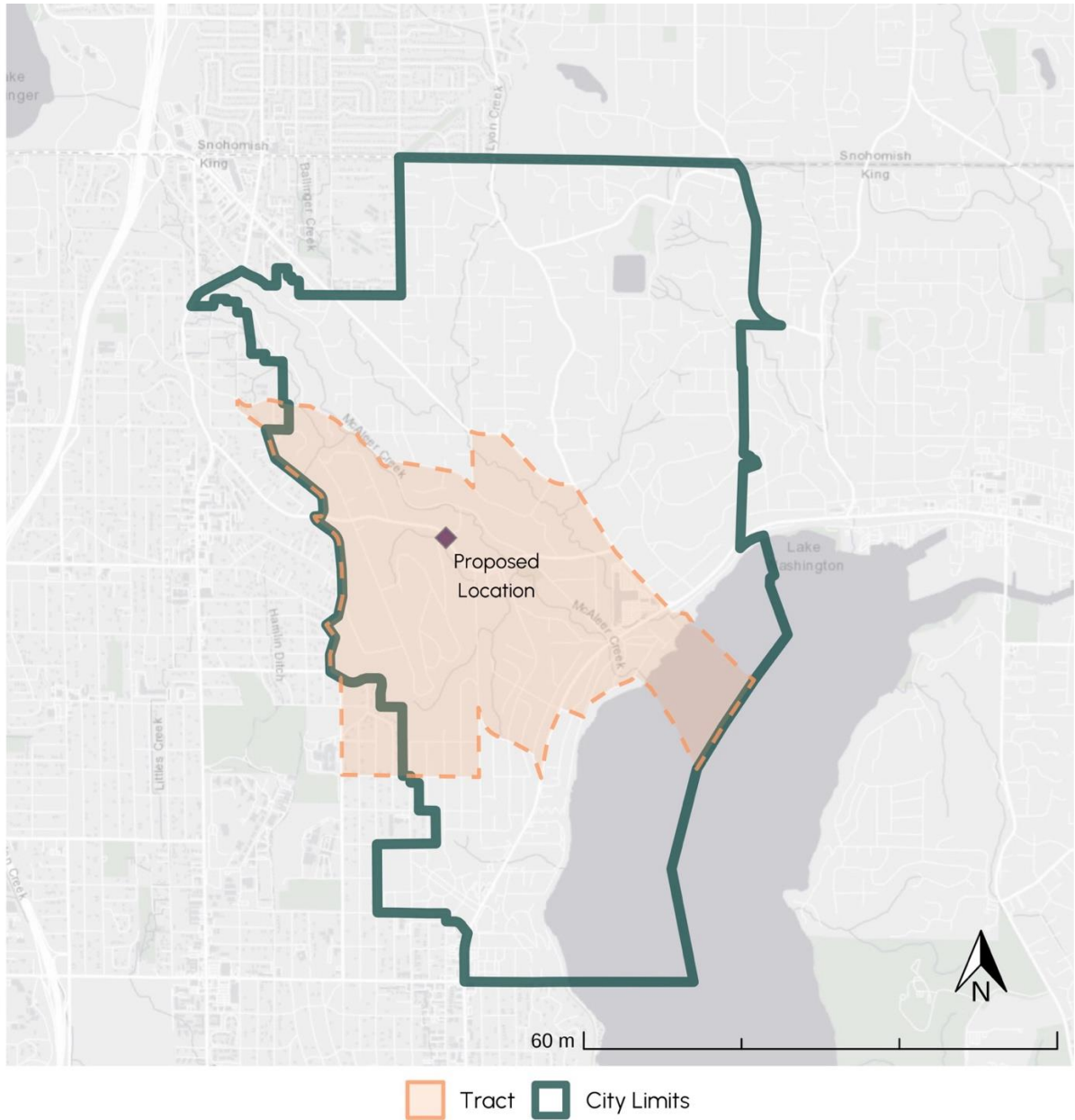
Current Residents: Introducing a speed safety camera in a neighborhood impacts the residents who live there. Understanding who lives in and/or travels through the neighborhood can help the city consider who may be most likely to benefit and/or be most burdened by the location of the speed safety camera. To understand who lives in the neighborhood surrounding NE 178th St., we used data from the US Census Bureau’s American Community Survey. We selected the tract where the SSC is slated for installment and compared its demographic profile to that of the City of Lake Forest Park and King County (See **Figure 2**).

¹² Washington Traffic Safety Commission. [Speed Safety Camera Readiness Guide](#). 2023.



Figure 2: Study Area

Source: U.S. Census Bureau, ECONorthwest



Our analysis found that residents within the neighborhood tract are more likely to be white, have higher incomes, have advanced educational degrees, and own their own homes as compared to the average resident in other parts of the City and County. The tract is less racially and ethnically diverse than its counterparts and has lower representation of impoverished households (See **Table 1**). *Because historically marginalized communities make up a smaller proportion of this neighborhood*

demographic composition, as compared both to the City and the County, the demographic characteristics of this neighborhood do not raise any equity-related concerns.

Table 1: SSC-Location Tract’s Demographic Profile Compared to City and County¹³

Source: 2022 ACS 5-Year, EConorthwest

DEMOGRAPHIC CHARACTERISTIC	NEIGHBORHOOD TRACT	CITY OF LAKE FOREST PARK	KING COUNTY
Race and Ethnicity			
Percent White-Non Hispanic Residents	81.40%	76.30%	55.90%
Percent BIPOC-Non Hispanic Residents	14.90%	20.50%	33.90%
Percent Hispanic Residents	3.70%	3.20%	10.20%
Households with Children			
Percent Children Under 18	21.8%	19.1%	19.8%
Wealth and Income			
Poverty Rate	3.2%	3.2%	8.5%
Median Household Income	\$ 165,385	\$ 152,010	\$ 116,340
Per Capita Income	\$ 77,598	\$ 72,992	\$ 66,811
Percent Household with Income under \$50,000*	7.10%	10.30%	20.70%
Percent Household with Income over \$200,000*	34.60%	31.40%	25.80%
Other Socioeconomic Indicators			
Percent Residents on Food Stamps	2.60%	5.80%	9.40%
Percent Residents with a Bachelor's or Higher	69.40%	65.20%	54.90%
Percent Household who Rent	18.30%	20.30%	43.80%

The objective of the SSC is to lower speeds on NE 178th St., which will directly benefit those who live in the surrounding area, especially families who may use this route to drive, walk, or bike their children to the two schools down the street from the proposed SSC. In this way, *the successful deployment of the SSC will most likely benefit those who live in the neighborhood.*

¹³ Data presented in Table 1 are based on a 5-year average estimate, from 2017-2022 as this helps improve data quality. All estimates have a margin of error. While this margin of error is not reported in Table 1, estimates for the tract that do not meaningfully differ from the city level estimate are flagged.

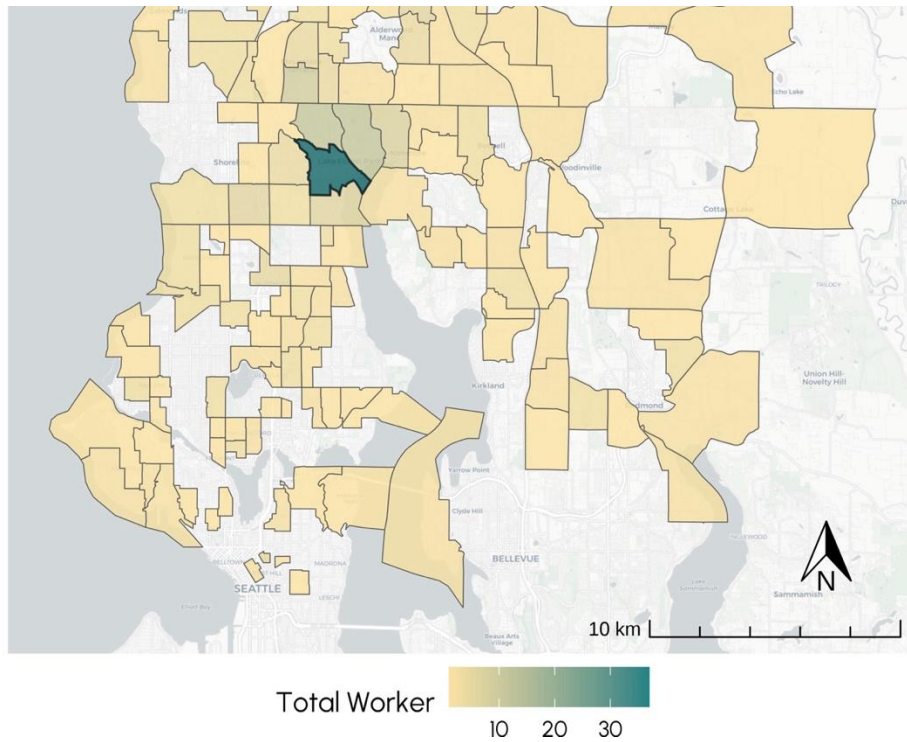




Commuters: Non-residents are also likely to use NE 178th Street for commuting purposes. There are myriad reasons why an average city street may be used by commuters; however, commuters can be condensed into three main categories: 1) residents of the area traveling to and from their homes, 2) local workers traveling to and from their place of employment, and 3) commuters passing through the area en route to their destinations. Commuters passing through NE 178th Street are the hardest to evaluate as there are no datasets on commuter frequency, origin, and destination for this category of motorists. Therefore, for the purposes of this analysis, we focus on workers of the surrounding area traveling to and from their place of employment.

Figure 3: Map of Study Area Worker Origins within 10 miles of Study Area¹⁴

Source: 2020 LODES Origin-Destination Data, ECONorthwest



¹⁴ The U.S. Census Bureau’s LEHD Origin-Destination Employment Statistics (“LODES”) shows that the study area provided employment for 639 people in 2020. This same data source reports the demographic profile of workers by tract, which reveals the asymmetry between workers and residents, as reported above. The total number of workers in this tract is low, which can affect the accuracy of these data points.



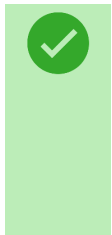
The U.S. Census Bureau’s LEHD Origin-Destination Employment Statistics (“LODES”) data suggests that while many employees reside in tracts in the immediate vicinity of the study area, a large portion of the workforce travels into the tract from across the Seattle Metropolitan Area (**Figure 3**). These workers who commute to the study area are racially similar to the residents; however, a larger share of these workers are Hispanic (7%) as compared to the share of Hispanic residents (3.7%). Additionally, 60 percent of workers from these surrounding tracts earn less than \$40,000 annually, a significantly lower wage than that of the average resident.

Concurrent to our analysis, City staff identified the class of commuters as increasingly prevalent on this road, especially due to the construction and anticipated inauguration of new light rail stops in the region, as well as motorists using this route to bypass a toll on Washington State Highway 520, a thoroughfare that connects Interstate 5 via State Route 405 to Washington State Highway 522.

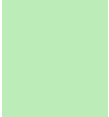
Given 1) the anticipated increase in usage of NE 178th Street by commuters and 2) the greater share of Hispanic and lower-income residents in these surrounding areas who are likely to commute through Lake Forest Park, there is a potential for a greater share of Hispanic and lower-income commuters to be disproportionately impacted by the SSC placement and speed zone enforcement. A better understanding of demographic data on commuting patterns can help the City understand who is commuting through the neighborhood, beyond who works and lives there.

During the Deployment of Speed Camara

» Will the City of Lake Forest Park *deploy* the speed cameras on NE 178th Street in an equitable manner?



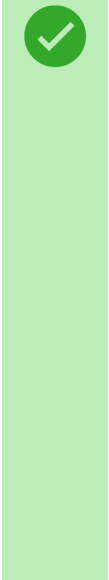
Signage: Washington state law requires the provisions for public notice and signage, including the clear marking of the SSC’s location at least 30 days prior to the activation of the traffic camera. *The two proposed hybrid speed safety cameras, by being in accordance with law, align with best practices encouraging safe speeds*



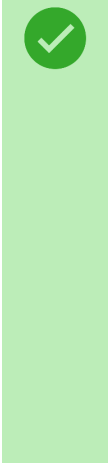
by providing clear signage that informs drivers of 1) the placement of the camera and 2) the required speed limit for the specific zone they are entering.



Issued Warnings: In addition to notifying drivers of the installation of a camera, *a best practice is to consider establishing a period after activation of the SSC (typically 30 days) when all non-accident violators receive a simple warning instead of being issued a speeding ticket.*¹⁵ Alternatively, some SSC programs issue warnings to all first-time speed limit violators.



Speed Enforcement Threshold: According to City staff, the 24/7 hybrid speed safety cameras on NE 178th St will continue its school zone speed enforcement during school hours (26 mph will trigger cameras for during school zone hours of 20 mph), while also enforcing a slightly higher speed during non-school hours (31 mph will trigger cameras during non-school zone hours of 25 mph). *This enforcement threshold of 6 mph aligns with the National Highway Traffic Safety Administration (NHTSA) recommendation of a threshold of a maximum of 11 mph on most roads, and a minimum of six mph in school zones or other roads with lower speed limits or where pedestrians and children are likely to be present.*¹⁶



Due Process: Washington state law also requires that a notice of speed infraction be mailed to the registered owner within 14 days of the violation. SSC violation fines are treated like a parking ticket and do not go on a driver’s record. The current monetary fine is \$136; however, the Administration will recommend to City Council a base fine of \$145 with the fine increasing \$290 for recidivism and speeds exceeding 31mph for school zone violations. According to City staff, the option for doubling the monetary penalty for school speed zone infractions will apply after 6/6/2024 when ESHB 2384 goes into effect.¹⁷ *While the City of Lake Forest Park court system has*

¹⁵ Washington Traffic Safety Commission. [Speed Safety Camera Readiness Guide](#). 2023.

¹⁶ Ibid.

¹⁷ Washington State. [Final Bill Report ESHB 2384](#). 2024.

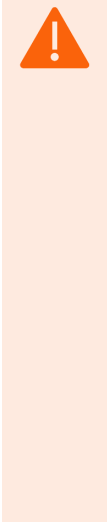




a history of considering equitable approaches to reducing monetary penalties, beginning June 6th, 2024 the City will also comply with HB 2384, allowing recipients of state public assistance to request 50% reduced penalties.¹⁸



Restorative Justice Practices: Restorative justice transportation practices aim to focus on people, relationships, and closure where possible. These practices offer alternative restorative justice programs as an alternative to conventional punitive tools (e.g., fines or jail time), to elevate healing practices that afford offenders the opportunity to learn from their mistakes and avoid repeating them.¹⁹ *One alternative approach Lake Forest Park SSC program may consider is issuing facilitated discussions in lieu of speed traffic infractions, where drivers participate in a 90-minute facilitated discussion and often watch a victim recounting their experiences with traffic violence to encourage behavioral changes and minimize repeated speed violations. However, given the City’s limited administrative capacity, offering the option for attending pre-existing anti-speeding online trainings may be a more feasible opportunity.²⁰*



Administrative Capacity: It is important for the City to have sufficient staff capacity to deploy, monitor, and evaluate the SSC program.²¹ Lake Forest Park city staff informed our team of the challenge of handling the pre-existing SSC on NE 178th Street with current staff capacity. Staff indicated the likely need for the City to hire additional administrative staff to handle the potential increase in traffic infractions with the new installation of a hybrid 24/7 SSC. *While the goal is for violations to go down over time, there is a possibility of an initial heavy lift and burden on the City’s small administrative team in ensuring equitable enforcement of violations and assessing the program’s ongoing impact and progress.*

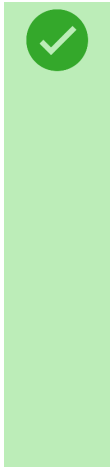
¹⁸ ADD

¹⁹ Transportation Alternatives. "[A Restorative Justice Approach to Traffic Violence.](#)" n.d.

²⁰ Ibid.

²¹ Packer, Ryan. 2022. "[Seattle’s Traffic Camera Funds Earmarked for Statewide ‘Capacity Building’ Efforts.](#)" The Urbanist.





Protect Data Privacy: As a response to concerns about surveillance and the protection of driver privacy, there are emerging best practices related to SSC around intentionally moving these programs out of the purview of police departments. *RCW 46.63.170(2) already requires that automated enforcement systems be designed to photograph only license plates and that the photos and electronic images captured by a camera 1) may not be publicly available, 2), can only be used for the enforcement of traffic infractions, and 3) may not be part of the registered owner’s driving record.*²²

After Speed Camera Placement

» Will the evaluation of outcomes of the speed cameras be equitable?



Program Evaluation: Washington state law requires all cities who deploy an SSC program to provide annual reports on the number of traffic collisions and notices of infraction issued at the traffic camera locations, in addition to the revenue received from fines and the distribution of such revenue. *This required reporting aligns with best practices of providing public-facing updates on the impact of SSC program, including; 1) analysis of vehicle speeds, 2) crash statistics in SSC locations and jurisdiction-wide, 3) changes in public awareness and acceptance, and 4) demographic data (e.g., race/ethnicity, income, etc.) on drivers receiving citations and patterns regarding times and days when citations are issued.*²³



Require Community Feedback: Ensuring the community is kept informed on the impact of these speed cameras in decreasing fatalities and increasing safety is considered best practice and is required by Washington state law (See Program Evaluation). *Alongside this best practice of keeping community informed, it is*

²² Parsons, Susannah. 2021. [“Can Automated Speed Safety Systems Advance Racial and Economic Equity.”](#) SPUR News.

²³ Washington Traffic Safety Commission. [Speed Safety Camera Readiness Guide](#). 2023.



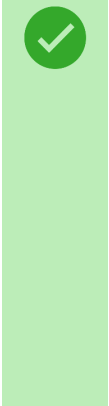


also important to provide avenues for community members to share feedback on their own experience and evaluative perceptions on the effectiveness of the SSC program.²⁴



Program Duration: Speed safety cameras are considered a short-term solution to a specific traffic safety problem. Therefore, when speed cameras aren't achieving the goals of the program, slowed speeds, it is likely not the right tool in that situation and should be exchanged for alternative tools (e.g., in-person enforcement, signage, striping, design changes, etc.). *The City of Lake Forest Park should, therefore, consider establishing a timeframe (e.g., after a year or two of the installation of the hybrid 24/7 SSC), to evaluate the effectiveness of the program and determine a program duration that makes the most sense for the impacted neighborhood.²⁵*

» Will the generation and distribution of SSC revenue be done equitably?



Revenue Generation: To disincentivize the unnecessary lengthening of a SSC program duration as a means for revenue generation, particularly in the case of a third party/private party manufacturer or vendor, *RCW 46.63.170(1)(k) requires that the compensation paid to the manufacturer or vendor of the equipment be solely based upon the value of the equipment and services provided, and not a portion of the fine or civil penalty imposed or the revenue generated by the equipment.²⁶*



Revenue Distribution: In an effective SSC program, cities should anticipate that revenue in each camera location will decline as driver speeds decrease. However, regarding the revenue generated, there is an emerging best practice to divert revenue generated by SSC programs away from general and state funds and back into local street safety programs and road infrastructure improvement, preferably

²⁴ Ibid.

²⁵ Ibid.

²⁶ RCW 46.63.170(1)(k).





invested into the very community where the SSC program is located.²⁷ *It is the intent of the City of Lake Forest Park to reinvest revenues generated by the SSC into local street safety programs and improvements and ensure the equitable distribution of these economic benefits.*

²⁷ Buddupalli, Aravind and Muciolo, Livia. 2022. "[Public Safety or Speed Traps? The Conflicts of Interest Behind Fines and Fees.](#)" Tax Policy Center. Urban Institute & Brookings Institution., See also, Wilson, Kea. 2022. "[Analysis When Speed Cameras Are Racist.](#)" Street Blog USA.




4. Conclusion (Equity Score)


Overall Takeaway

ECONorthwest prepares this equity analysis report for the City of Lake Forest Park as required by the 2023 Revised Code of Washington RCW 46.63.170(1)(d)(ii).²⁸ ECONorthwest’s team analyzed the equity impact of the proposed SSC program for NE 178th Street by answering six high-level equity questions, informed by best practice research and literature, and considering 16 equity targets regarding the decision-making, placement, deployment, and evaluation of Lake Forest Park’s proposed SSC. ***Of these 16 equity targets, half were met, two targets elevated concerns, and another six are key opportunities for the city to expand its SSC’s equitable impact.***


Analysis Score



8 Equity Targets Met




2 Equity Target Warnings



6 Equity Target Opportunities

Equity Impact Analysis Score (14/16)



ECONorthwest equity impact analysis finds the placement of the two hybrid 24/7 speed safety cameras by the City of Lake Forest Park on the 3300 block of NE 178th Street have the potential to bring forth equitable impacts on its surrounding community’s livability, accessibility, economics, education, and environmental health. However, the City has important questions to consider and address regarding:

- 1) Ensuring community input and transparency.

²⁸ RCW 46.63.170(1)(k).



- 2) Resolving possible disproportionate impact on non-resident commuter drivers.
- 3) Addressing the possible increase in administrative burden on City staff.
- 4) Equitably distributing the generated revenue from traffic infractions and fees.
- 5) Tracking the impact of these speed safety cameras on reducing traffic crashes and/or speed violations in the area.



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**


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").

[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 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 1/60th 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:

Product Description	Fee per Camera per Month
<p>1-2 Lane Red Light Safety Camera System – 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>3-4 Lane Red Light Safety Camera System – 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>1-4 Lane Fixed Site School Zone Speed Safety Camera System – 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>Service Fees: 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) 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:
 - o A project manager with authority to coordinate City responsibilities under this Agreement;
 - o Municipal Court manager responsible for oversight of all Court-related program requirements;
 - o The police contact;
 - o The court contact;
 - o The person responsible for overseeing payments by violators (might be court);
 - o The Prosecuting Attorney;
 - o The City Attorney;
 - o The finance contact (who receives the invoices and will be in charge of reconciliation);
 - o The IT person for the police;
 - o The IT person for the courts; and
 - o 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 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 City of Lake Forest Park ("City"), dated as of June 27, 2019 (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

City hereby designates this [first] phase implementation of cameras at designated intersections. 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 City has received permission for all implementations in writing from any third-party sources.

Below is a list of locations provided by City, 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 City shall serve as authorization for the installation of Camera Systems for all Approaches designated as follows:

Direction	Approach	Cross-street or School Name (if applicable)

City understands that implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability results.

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

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

CITY OF LAKE FOREST PARK, WASHINGTON

By:  _____ 6-27-19
 Name: Michael Harden Date
 Title: Acting Police Chief

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
 Name: _____ Date
 Title: _____

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:

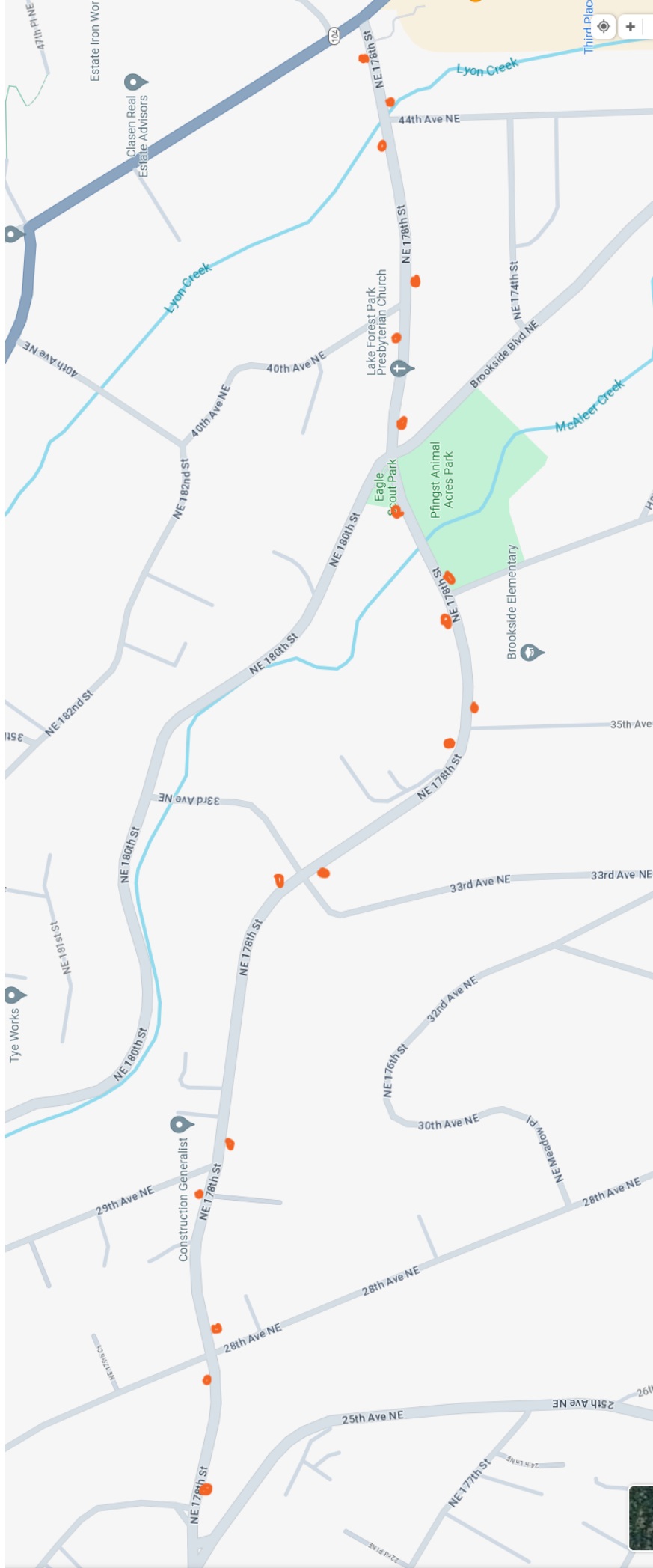
Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between City of Lake Forest Park and American Traffic Solutions, Inc. is or will be entered into and will be or is in force. As a requirement of and in performance of that Agreement between City of Lake Forest 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

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



RESOLUTION NO. 24-1952

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, APPROVING RACE ZONE TRAFFIC SAFETY CAMERAS PURUSANT TO LFPMC 10.06.010.

WHEREAS, in 2023, the City Council of Lake Forest Park created chapter 9.35 of the Lake Forest Park Municipal Code (“LFPMC”), Street Racing, as an important means to maintain and enhance the safety and welfare of its residents and ensure that the City’s streets are used in a safe manner; and

WHEREAS, Northeast 178th Street from 25th Avenue Northeast to State Route 104 is identified in LFPMC 9.35.050(B)((3) as a “no racing zones,” and RCW 46.63.170 authorizes the use of traffic speed safety cameras to detect and enforce speed violations in locations having restrictions and penalties for racing and race attendance; and

WHEREAS, on Northeast 178th Street there is currently a school zone for Brookside Elementary located between 35th Avenue Northeast and 37th Avenue Northeast, with traffic safety speed cameras operating from 7:30 am to 9:30 am and 2:30 pm to 4:30 pm, with a reduced speed limit of 20 mph; and

WHEREAS, the City Council is proposing to modify these existing school zone traffic safety cameras to monitor vehicle speeds throughout the day, which would allow the cameras to be activated 24 hours a day and 7 days a week to monitor the 25 mph corridor speed limit, while also continuing to monitor the 20 mph school zone speed limit during the morning and afternoons when Brookside Elementary School is in session; and

WHEREAS, the City Council has reviewed and accepted the Equity Analysis completed by ECONorthwest dated April 26, 2024, which satisfies the requirements of RCW 43.46.170 and provides the City Council with information regarding the impact of the proposed traffic safety speed camera on livability, accessibility, economics, education, and environmental health; and

WHEREAS, the City Council has reviewed and accepted the Transpo Group speed and safety analysis dated April 17, 2024, which also satisfies the requirements of RCW 43.63.170 and includes analysis of vehicle speeds, traffic volumes, crashes and citations issued by the existing school zone traffic safety camera; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. FINDINGS. The Whereas clauses above are incorporated herein as findings of the City Council.

Section 2. TRAFFIC SAFETY SPEED CAMERA. Pursuant to chapter 10.06 LFP MC, the City Council hereby approves the addition to the City's traffic safety camera program traffic safety cameras on Northeast 178th Street, one near the intersection with 33rd Ave. NE (designated "LF02") and the other near the intersection with Brookside Blvd./NE 180th St. (designated "LF01"), to detect and enforce the no race zone previously adopted in Chapter 9.35 LFP MC.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 30th day of April, 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: