

AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into this First ~~18~~ day of July, 2016 by and between the Village of River Forest (Village), an Illinois non-home rule municipality, and SafeSpeed, LLC (Contractor), a limited liability company organized under the laws of the State of Illinois. For the purposes of convenience the Village and Contractor are sometimes referred to in this Agreement individually as "Party," and collectively as "Parties."

WITNESSETH

WHEREAS, pursuant to the Illinois Vehicle Code, 625 ILCS 5/1-100, *et seq.*, the Village is, among other things, authorized to provide for "automated traffic law enforcement systems" (Systems) as that term is defined in Section 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.6; and

WHEREAS, the Village desires to enter into this Agreement with Contractor for Contractor to provide equipment, processing and other services on a cost-neutral basis, to enable the use of Contractor's systems to enforce the Village's traffic laws as permitted by law; and

WHEREAS, the Village President, as well as the Board of Trustees find that the use of the Contractor's systems will benefit the public's health, safety and welfare by reducing the incidence of red light running and the number of red light running accidents, which often result in injury or death; and

WHEREAS, the Village has taken all appropriate legislative steps to authorize the Village's entry into this Agreement; and

WHEREAS, Contractor has the expertise to furnish, install, operate and maintain Systems and related services which the Contractor promises to provide in this Agreement; and

NOW THEREFORE, for and in consideration of mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

ARTICLE 1: ACCEPTANCE OF CONTRACT

This Agreement, including all Exhibits attached hereto and made a part hereof, contains the entire understanding of the Parties with regard to the subject matter hereof. Accordingly, this Agreement supersedes any prior commitments, promises and/or negotiations between the Parties unless otherwise provided herein, and it may be amended only in writing, as agreed by the Parties.

ARTICLE 2: DEFINITIONS

As used in this Agreement, words or terms shall have the following meanings unless the context or usage clearly indicates that another meaning is intended:

- 2.1 “Agreement” means this Automated Traffic Law Enforcement Agreement entered into between the Village and Contractor.
- 2.2 “Approach” means any number of lanes of traffic at a roadway intersection in a single direction of vehicular travel.
- 2.3 “Automated Traffic Law Enforcement System” or “System” means a device with one (1) or more motor vehicle sensors, cameras, controllers and related networking devices working in conjunction with a traffic-control signal displaying a steady red signal indication to produce Recorded Images of motor vehicles entering an intersection against a steady red light signal in violation of Section 11-306 of the Illinois Vehicle Code (625 ILCS 5/11-306) or a similar provision of the Village of River Forest Municipal Code and is designed to obtain a clear recorded image of the motor vehicle and the motor vehicle’s license plate.
- 2.4 “Automated Traffic Law Violation” or “Violation” means a violation described in Section 11-208.6 of the Illinois Vehicle Code (625 ILCS 5/11-208.6) of a motor vehicle entering an intersection against a traffic-control device displaying a steady red signal indication in violation of Section 11-306 of the Illinois Vehicle Code (625 ILCS 5/11-306), or a similar provision of the Village of River Forest Municipal Code evidenced by the Recorded Images produced by an Automated Traffic Law Enforcement System.
- 2.5 “Automated Traffic Law Violation Fine” or “Fine” means the civil penalty authorized by Section 11-208.6(j) of the Illinois Vehicle Code (625 ILCS 5/11-208.6(j)) imposed on the Automated Traffic Law Violator due to an Automated Traffic Law Violation pursuant to Sections 11.208.3 and 11-208.6 of the Illinois Vehicle Code (625 ILCS 5/11-208.3 and 625 ILCS 5/11-208.6) and pursuant to the provisions of the Village of River Forest Municipal Code.
- 2.6 “Automated Traffic Law Violation Notice” or “Violation Notice” means a written notice of Violation issued pursuant to Sections 11-208.3 and 11-208.6 of the Illinois Vehicle Code (625 ILCS 5/11-208.3 and 625 ILCS 5/11-208.6) and pursuant to the provisions of the Village of River Forest Municipal Code.
- 2.7 “Automated Traffic Law Violation Review Officer” or “Review Officer” means a Village police officer appointed by the Chief of Police, or his designee, who reviews the Recorded Images produced by a System to determine whether a violation as described in Section 11-208.6 of the Illinois Vehicle Code (625 ILCS 5/11-208.6) of a motor vehicle entering an intersection against a traffic-control device displaying a red signal indication in violation of Section 11-306 of the Illinois Vehicle Code (625 ILCS 5/11-208.3 and 625 ILCS 5/11-208.6) or a similar provision of the Village of River Forest Municipal Code has occurred and to authorize the issuance of an Automated Traffic Law Violation Notice.

- 2.8 "Automated Traffic Law Violator" or "Violator" means a person who has been issued a Violation Notice.
- 2.9 "Effective Date" of Agreement means the date on which the first (or only) Red Light Camera begins capturing Potential Automated Traffic Law Violations.
- 2.10 "Initial Screening" or "Screening" means employees of Contractor review all images that may be Violations for clarity and to eliminate any incidents in which the System's camera malfunctioned in any way, the driver of the vehicle did not actually run a red light, there was no license plate on the vehicle, the license plate was unreadable, or the vehicle going through the red light was yielding the right of way to an emergency vehicle or was part of a funeral procession.
- 2.11 "Potential Automated Traffic Law Violations" or "Potential Violations" means the Recorded Images that have been initially screened before the Review Officer has reviewed the Recorded Images.
- 2.12 "Recorded Images" means images showing the time, date and location of a Violation recorded by a System on: (i) two (2) or more photographs, (ii) two (2) or more microphotographs, (iii) two (2) or more electronic images or (iv) a video recording showing the motor vehicle and, on at least one (1) image or portion of the recording, clearly identifying the registration plate number of the motor vehicle.
- 2.13 "Red Light Incident" means the digital photographic and video recording of a motor vehicle crossing a clearly marked stop line, but if there is no such stop line, before entering the crosswalk on the near side of the intersection, or if there is no such crosswalk, then before entering the intersection when (i) facing a steady circular red signal being displayed by a traffic-control signal or (ii) facing a steady red arrow signal making a movement indicated by the arrow being displayed by traffic-control signal.
- 2.14 "Service Fees and Charges" means all amounts owed to Contractor for services performed under this Agreement as outlined and listed in **Exhibit A**, attached hereto, and made a part hereof.

ARTICLE 3: SCOPE OF WORK

In accordance with the terms of this Agreement:

- 3.1 Contractor shall perform all necessary traffic and engineering studies, obtain all permits, furnish all labor materials and equipment, furnish and install any and all Systems as well as perform all maintenance related to the installation of the Systems at its sole expense. Once installed, the Contractor shall be responsible of all maintenance related to the operation of the system at its sole expense.
- 3.2 Contractor shall cooperate with and support all educational and public information initiatives the Village chooses to undertake, if any, in order to launch a System program by providing content for written materials (in English and Spanish upon request), and

appearing at public hearings related to Systems. Contractor will also train all Village personnel in use of Systems including the adjudication module.

- 3.3 Contractor shall record and provide Recorded Images, consisting of a live video feed as well as still digital photographs of the rear of vehicles, specifically capturing images of license plates on those vehicles thought to have committed a Violation, to Village's Review Officer(s) after having performed an Initial Screening. These images will be delivered via the internet.
- 3.4 Upon receipt of Review Officer's determination that a violation has/violations have occurred, Contractor shall process all Violation Notices, including, but not limited to, retrieval of vehicle registration from the Illinois Secretary of State.
- 3.5 Contractor shall perform all printing and mailing of Violation Notices.
- 3.6 Contractor shall provide internal Village and external Violator support reasonably limited to the following:
 - Internal Village support:
 - 24-hour/7-day IT technical support, including full communication access to a technical support manager
 - Safespeed software system training for Village clerks (further described in Exhibit A)
 - A watchdog support system on all Systems prescribed herein to ensure optimal camera operation
 - External Violator support
 - A 1-800 toll free number for the purpose of providing customer service to Violator's in accordance with that which is prescribed on the reverse side of the Violation Notice's (further described in Exhibit A)
- 3.7 Contractor shall process payment of fines, from persons issued Violation Notices, via the U.S. Postal Service, on-line payment and/or at the Village, account for, report and remit the net amount collected after deducting Contractor's service fees. Additionally, Contractor will aid and assist any collection agency or agent that is retained by Village to collect any fines not paid through Contractor or Village.
- 3.8 Contractor shall provide support to Village's adjudicative process. Such support will include use of Contractor's "Adjudication Module" which allows for viewing of violation photographs and streaming video, as well as in-person or remote technical assistance at the time of hearing(s) and full support services for "Contests by Mail."

ARTICLE 4: EQUIPMENT

- 4.1 Contractor shall install Systems at mutually agreed upon approaches; however, these approaches must be approved by the Illinois Department of Transportation (IDOT) before any installation(s) can proceed whether or not the Parties want and /or believe Systems should be installed unless said Systems are to be installed on a road outside of IDOT's jurisdiction. The responsibility, cost, and expense of obtaining IDOT approval shall be solely that of the Contractor. The Parties may agree from time to time to add, subtract, or modify Approaches where Systems shall be installed and maintained, such modification(s) shall be in writing and made a part of Attachment B. Attached hereto and made a part hereof is Attachment B which sets forth those approaches the Parties have agreed upon.
- 4.2 Each System, operated by Contractor shall provide the Village with Recorded Images consisting of rear license plate photos and a wide-angle intersection view capable of showing the violator vehicle both before and after entering the intersection. All installation, maintenance, services and repairs on the Systems are included in the established fee for the Systems.
- 4.3 Each intersection approach monitored by System shall have a communication enclosure, helix-based pole, camera units, detection cameras, communication antennas, inductive coils and the associated cable in conduits; if wireless magnetic sensor detectors are used, a small receiver shall be clamped around the pole and wireless sensors would replace in-ground coils.
- 4.4 The System interfaces with the traffic controller. The Village is solely responsible for all Pedestrian Countdown Signal Heads, including, but not limited to Light Emitting Diode (LED) upgrades and attendant costs and expenses (this is an IDOT Requirement). Such upgrades will be handled by Meade Electric Company, Inc. and costs may be financed over a twelve (12) month period with payment deducted in twelve (12) equal installments from Violation Fine payments made to the Village.
- 4.5 All equipment, including equipment provided to Village personnel to review, analyze and process Potential Violations, as well as intellectual property shall remain the property of Contractor. Contractor hereby grants the Village a non-exclusive, non-transferable license to access and use the System software for the purpose of reviewing Potential Violations, the issuance of Violation Notices, the prosecution of Violations and the collection of Violation Fines.
- 4.6 Electric utility charges, if any, to operate Systems shall be the responsibility of the Village.

ARTICLE 5: CHANGE OF LOCATION

If Contractor and the Village collectively determine that the maintenance of a System at a certain location is no longer in furtherance of the public health, safety and welfare, the Contractor may remove said System from service upon thirty (30) days written notice to the Village and with the Village's prior written consent, which shall not be unreasonably withheld; or, the System may be moved to a new location at the expense of the Contractor and upon mutual agreement as to the new location so long as approval has been granted by Illinois Department of Transportation (IDOT) if moving System to an IDOT road. All new locations will be evidenced in writing and made a part hereof and appended hereto. If no suitable new location is found, Contractor shall remove the System at no expense to Village and no termination fee shall apply.

ARTICLE 6: SIGNAGE

Contractor, at its expense, shall acquire or fabricate all signage to be placed in advance of each enforced Approach. The content and location of such signage shall comply with Section 11-208.6(k) of the Illinois Vehicle Code (625 ILCS 5/11-208.6(k), as amended) and the Illinois Manual on Uniform Traffic Control Devices.

ARTICLE 7: VIOLATION DETERMINATION AND PROCESSING

- 7.1 Village shall review all video and photographic evidence of possible Violations within ten (10) days of receiving such evidence; and, Village shall have ultimate responsibility for determining whether a Violation occurred and a Violation Notice should be issued.
- 7.2 Village shall appoint one (1) or more Review Officers to review all Potential Violations and determine whether Violations did, in fact, occur. Contractor shall provide the Review Officer(s) with access to the Recorded Images of the Potential Violations.
- 7.3 The Review Officer(s) shall review the Recorded Images of the Potential Violations within Ten (10) days of receiving the Recorded Images to determine whether a Violation Notice shall be issued. The Review Officer(s) shall have ultimate responsibility for determining whether a Violation has occurred and whether a Violation Notice should issue. The decision to issue a Violation Notice shall be the sole, unilateral and exclusive decision of the Review Officer(s). The Review Officer(s) shall communicate each such determination to Contractor by entering his or her decision into Contractor's electronic database.
- 7.4 For each Potential Violation the Review Officer(s) determines a Violation Notice is to be issued, Contractor shall retrieve from the Illinois Secretary of State's database of motor vehicle owners the name and address of the registered owner of the motor vehicle to whom the Violation Notice is to be sent. Village shall provide Contractor with access to Illinois Secretary of State's database of registered motor vehicle owners for the purpose of processing and issuing Violation Notices.
- 7.5 Contractor shall prepare, print and mail Violation Notice to the Violator. Such Notice shall contain, but not be limited to the following information:

- The name and address of the registered owner of the motor vehicle according to the information supplied by the Illinois Secretary of State or similar office of vehicle registration in foreign states;
 - Copies of Recorded Images depicting the Violation which shall include a minimum of three (3) images showing the motor vehicle entering the intersection with the controlling traffic-control device displaying a steady red signal, and a close-up view of the rear of the motor vehicle with license plate;
 - A statement that the Recorded Images are evidence of an Automated Traffic Law Violation;
 - Registration number;
 - Violation charged;
 - Date, time and location of Violation;
 - Vehicle make (if readily discernible);
 - Information regarding the availability of a hearing to contest the Violation on its merits, specifying the time and manner that such a hearing may be had;
 - The fine imposed, the date of required payment and penalty assessed for late payment;
 - Website address, accessible through the internet, where the violator may review the Recorded Images.
 - A warning that failure to pay the penalty imposed, or to timely contest the Violation, is an admission of liability and may result in suspension of the driving privileges of the registered owner of the vehicle;
 - A statement that the Violator may proceed by paying the Fine or challenging the Fine in an administrative hearing or by mail (if a non-resident) or following the administrative hearing; and,
 - A statement that payment of the Fine and any applicable late payment penalty shall dispose of the Violation with finality.
- 7.6 Contractor shall prepare, print, mail within thirty (30) days after receipt of the necessary registered owner information from the Illinois Secretary of State, and in no event, not later than ninety (90) days after the date of violation.
- 7.7 Contractor shall prepare, print and mail a Second Notice of Violation (Second Notice) to the Violator if Violator fails to respond timely to the first Violation Notice. This Second Notice shall demand payment of Fine and penalty.
- 7.8 If Violator ignores the Second Notice and becomes delinquent in payment to Village of Fine, Contractor will work with Village's choice of "Collection Agency" or "Collection Agent" in order to capture payment of Delinquent Fines.

ARTICLE 8: ADJUDICATIVE PROCESS

- 8.1 Village, shall at its sole expense and in its sole discretion, prosecute through its administrative hearing process all Violations which are contested by the Violator whether written or in-person.

- 8.2 Contractor shall provide, among other things, all electronic documents and other records to Village that are necessary in the prosecution of Violations (Contractor shall provide hard copy documents if requested). Contractor shall provide access to Contractor's website for the purpose of replaying and displaying Recorded Images at Village's administrative hearing. Contractor shall provide in-person technical support or "on-call" support for the administrative process.
- 8.3 Contractor shall provide a web based software package to Village for Payment Processing.

ARTICLE 9: SERVICE FEES

In accordance with **Exhibit A**, attached hereto and incorporated herein by reference, the Village shall compensate Contractor as follows:

- 9.1 Contractor shall be paid a flat fee of One Hundred Dollars (\$100.00) per month, per System, for each of the following services: (i) Maintenance, Service and Repair of System(s); (ii) Incident Capture and Violation Screening; (iii) Violation Processing and Registration Retrieval; (iv) Printing of, and, Violation Notice Mailing; (v) Adjudicative Support Services.
- 9.2 Contractor shall be paid Forty Dollars (\$40.00) for each and every initial Payment Processed with respect to Violation Notices. Contractor shall be paid Forty-Eight Dollars (\$48.00) for each and every Second Notice Violation Payment Processed; Contractor shall be paid Five Dollars (\$5.00) for any subsequent/partial Payments Processed with respect to Violation Notices.
- 9.3 Contractor shall be paid Forty-Eight Dollars (\$48.00) for each and every Initial Payment made to any collection agency or Collection Agent the Village has chosen to work with to help collect outstanding Fines not paid through Contractor or Village, this fee is for Payment Processing. Contractor shall be paid Five Dollars (\$5.00) for any subsequent/partial Payments Processed with respect to Violation Notices.
- 9.4 In any instance in which the Collected Fines related to a System are not in the aggregate, over Five Hundred Dollars (\$500.00) in a month, Contractor will waive all fees set out in Article 9.1 herein and above, for that given month.
- 9.5 A Thirty-Five Dollar (\$35.00) charge will be assessed to anyone making payment on a Violation Notice whose check is returned due to Non Sufficient Funds (NSF). At the time of a NSF, all processing fees and remittances will be reversed.
- 9.6 Any funds owed to Contractor under this Agreement shall be paid solely from revenue generated under this Agreement. In no circumstance shall the Village be obligated to pay the Contractor an amount in excess of the amount actually received by the Village under this Agreement. The Parties intend that this Agreement be cost neutral, and any funds owed to Contractor in excess of the amount actually received by the Village are waived.

- 9.7 In the event of any conflict between this Article 9, with the exception of Section 9.6, and **Exhibit A, Exhibit A** shall control.

ARTICLE 10: REVENUES AND REMITTANCE

- 10.1 Contractor shall, Process all Fines, whether paid by check, money order or electronic payment. All payments whenever or wherever made, including at the Village, through the Adjudicative Branch, or through "collections" will be deemed to have been processed by Contractor. Contractor remains entitled to full payment of its Payment Processing fees as outlined in Exhibit A as attached hereto and made a part hereof (and as referenced in Article 9 above).
- 10.2 All Payments Processed by Contractor through electronic medium and/or Lockbox, during a calendar month, less the initial deduction of Contractor's Service Fees, shall be remitted to Village within forty-five (45) days after the end of said calendar month. All Payments Processed by Contractor through the Village itself, including the Adjudicative process, as well as through Collections, shall be made to Contractor as an adjustment to the amount owing Contractor from the Village at the end of each month through a reconciliation process.
- 10.3 Contractor, at its expense, shall maintain and operate a website which allows Violators to pay Fines by use of credit card. Contractor shall also maintain lockbox services for the collection of Fines paid by mail.
- 10.4 Contractor shall keep true and accurate records of Fines paid and service fees incurred along with associated program statistics. All revenue collected from Fines will be accounted for in accordance with generally accepted accounting principles. Contractor shall provide a written report of accounting to the Village within forty-five (45) days after the end of each calendar month in which Fines have been paid.
- 10.5 During the term of this Agreement and thereafter for so long as the Village is entitled to payments hereunder, the Village or its authorized agent, shall have the right, at any time, upon reasonable notice (such notice shall be defined as forty-eight (48) hours or more), to examine Contractor's books and records in connection with all monies handled by Contractor on behalf of Village, or in any way associated with this Agreement. Any such inspection may be conducted by Village, or its authorized agents, at Contractor's corporate offices during Contractor's normal business hours.

ARTICLE 11: TERM, RENEWAL, MODIFICATION, TERMINATION

- 11.1 The term of this Agreement shall be for a period of four (4) years with two (2) two (2) year renewals commencing on the Effective Date under the same terms and conditions, by mutual agreement of the Parties. The Parties acknowledge and agree that the Agreement is not one for the conveyance of personal services and shall survive the expiration of the term of the duly elected officials of the Village.

- 11.2 If Contractor intends to continue to provide services as outlined in "Article 3: Scope of Work" herein, after the term of this Agreement, Contractor will present a new Agreement to Village for its consideration at least ninety (90) days prior to the expiration of the Agreement. If Village does not intend to enter into a new Agreement with Contractor for the services as outlined in Article 3 herein, Village shall notify Contractor of same, in writing, within the ninety (90) day period preceding the expiration of the Agreement and Contractor shall remove all of its equipment and return all Red Light Camera sites within the Village to their original condition at no cost to Village. If no written notice is given to Contractor by Village of its intent to discontinue Contractor's services after the term of the Agreement but no new agreement has been entered into by the Parties by the expiration of the Agreement, it shall be deemed that the Agreement shall remain in full force and effect on a month to month basis and on the same terms as the Agreement until such time as a new agreement has been entered into, or until such time as the Village terminates the Agreement under the month to month extension. If Village terminates the month to month extension of the Agreement, Contractor shall remove all of its equipment and return all Contractor's Red Light Camera sites within the Village to their original condition at no cost to the Village.

If Contractor does not intend to continue to provide services to Village as outlined under "Article 3: Scope of Work" herein after the term of the Agreement, Contractor shall notify Village, in writing, at least one hundred twenty (120) days before the term of this Agreement is set to expire. At the termination of the Agreement, Contractor shall remove all of its equipment and return all Red Light Camera sites to their original conditions at no cost to Village.

- 11.3 Notwithstanding anything contained in this Agreement to the contrary, if any changes in the law in effect as of the Effective Date of the Agreement, whether via the enactment of legislation or decisions rendered by courts of competent jurisdiction, make it impossible to use the Systems as originally contemplated by the Parties, this Agreement may be terminated immediately by either of the Parties upon written notice setting forth the reasons for said termination. If this Agreement is terminated, the Parties shall continue to pay all amounts owed to the other so long as revenue is collected pursuant to this Agreement. After all revenue is collected and disbursed to the Parties pursuant to this Agreement, the Parties shall no longer have further financial obligations to one another. In such case, Contractor retains the right to remove any and all Systems and all other property of the Contractor in the possession or control of the Village. If Contractor removes its Systems and property, due to impossibility under 11.3 herein, no termination fee will apply no matter when the termination occurs. Notwithstanding any provision of this Agreement to the contrary, it is the intent of the Parties that their respective financial obligations to each other shall not exceed the amount of revenue remaining to be disbursed under this Agreement at the time this Agreement is terminated.
- 11.4 Village may terminate this Agreement for Cause. In this case, "Cause" is defined as: Contractor's inability to erect a fully functioning Systems within eighteen (18) months from the date of execution of this Agreement; and/or embezzlement, misappropriation of

funds, other acts of dishonesty, and/or the Contractor's willful or wanton misconduct that is materially harmful to Village's reputation.

11.5 Contractor may terminate this Agreement for Cause. In this case, Cause is defined as: embezzlement, misappropriation of funds, other acts of dishonesty, and/or significant activities willfully engaged in by Village, to and including, any of its officials that are materially harmful to Contractor's reputation.

11.6 The Village may terminate this agreement at any time without cause, subject to the provisions below. Should the contract be terminated by Village without cause within three hundred sixty-five (365) days of execution of this Agreement (each Amendment to the Agreement shall be bound by the same terms), Contractor shall be entitled to recover its investment in time and installation costs from Village in the amount of Fifty Thousand Dollars (\$50,000.00) (Termination Fee) as well as recover its equipment from Village. The obligation by Village to pay Contractor the Termination Fee is the mandatory debt and obligation of Village that shall be paid upon demand by Contractor after the tender of proof of actual costs. The Termination Fee is not a limitation of damages or remedies, but is in addition to any and all other damages that may be incurred by Contractor in the event of termination. Contractor retains and does not waive any remedies available to it at law or in equity against Village in the event of termination of this Agreement without cause by Village.

11.7 Except as provided for in Section 11.6 the cost and expense of removal of the System(s) and Contractor's property in the possession or control of the Village shall be solely that of the Contractor.

11.8 Termination by Village, without cause, shall be deemed a material breach of this Agreement and, upon such breach, Contractor may immediately remove any and all Systems and other property of Contractor's in the possession or control of Village.

ARTICLE 12: WARRANTY

Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with manufacturer's specifications. Contractor shall perform its services with care, skill and diligence, in accordance with all applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all services furnished under this Agreement. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation, correct or revise any errors or deficiencies.

ARTICLE 13: COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement or required permits or certificates) in Contractor's performance under this Agreement. This includes any applicable state or local law, rule or regulation affecting safety and health. Contractor agrees to defend, indemnify and hold harmless Village, its officials, officers, agents and employees for any loss, damage, penalty, fine or liability sustained because of Contractor's noncompliance with this Agreement or provisions under the law.

ARTICLE 14: INSURANCE

- 14.1 Contractor shall procure and maintain throughout the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with products, materials, Systems and services supplied to Village. Said insurance shall be primary and non-contributory and shall name the Village of River Forest, its officials, employees, and agents as additional insureds. Should Contractor choose to change insurance providers, Contractor shall ensure the Village of River Forest, its officials, employees, and agents as additional insureds are named on the new insurance policy, so long as the Agreement remains in effect. Failure to maintain such insurance will be considered a material breach.
- 14.2 The insurance companies providing coverage shall be rated A- or better. Coverage Limits shall not be written at less than that specified as follows:
- Workers Compensation: \$1,000,000 Each Accident, \$1,000,000 Policy Limit, \$1,000,000 Each Employee
 - General Liability: \$2,000,000 Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Products and Completed Operations, \$50,000 Damage to Premises Rented, \$5,000 Medical Expense
 - Umbrella: \$5,000,000 Each Occurrence, \$5,000,000 Aggregate

ARTICLE 15: INDEMNIFICATION

- 15.1 Contractor agrees to indemnify, defend, save and hold harmless the Village, its Agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and costs), which may be incurred on account of injuries to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the gross negligence or willful misconduct of Contractor or any of its employees, agents, servants, associates or subcontractors.
- 15.2 Village agrees to indemnify, defend, save and hold harmless Contractor, its Agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind of nature whatsoever (including attorneys' fees and costs), which may be incurred on account of injuries to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the gross negligence or

willful misconduct of Village or any of its employees, agents, servants, associates, or subcontractors.

ARTICLE 16: SEVERABILITY

If any provision of this Agreement shall be held or deemed to be, or shall in fact, be unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE 17: REPRESENTATIONS & WARRANTIES

17.1 Contractor hereby represents and warrants to the Village, as of the Effective Date of this Agreement, as follows:

- a) Contractor is a duly organized and existing limited liability company and is in good standing under the laws of the State of Illinois. Contractor is qualified to do business in the State of Illinois, is authorized to conduct business as it is presently being conducted, is not in violation of any provision of its organizational or operating agreements, and has the power and authority to enter into this Agreement;
- b) the execution, delivery and performance of this Agreement by Contractor does not constitute and will not upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which Contractor is a Party or may be bound under;
- c) no event has occurred and no condition exists that upon execution of this Agreement would constitute a default or Event of Default, as hereinafter defined. Contractor is not in violation of, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a Party or by which it or its property may be bound, which violation could materially and adversely affect the financial or legal condition of Contractor or the ability of Contractor to perform its obligations under this Agreement;
- d) Contractor has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or part of its assets, suffered the attachment or other judicial seizure of all or part of its assets, admitted its inability to pay debts as they come due or made an offer of settlement, extension or composition to its creditors generally, and Contractor is not anticipating the occurrence of any of the aforementioned acts.

17.2 The Village hereby represents and warrants to the Contractor, as of the Effective Date of this Agreement, as follows:

- a) the Village has the authority to execute and deliver this Agreement and to perform its obligations hereunder;
- b) the Village has taken all legislative action necessary to approve this Agreement and to authorize its execution and delivery, and the implementation thereof; and
- c) the execution, delivery and performance by the Village of this Agreement does not constitute and will not, upon giving this notice or lapse of time or both, constitute a breach or default under any other agreement to which the Village is a Party or may be bound.

ARTICLE 18: DEFAULTS & REMEDIES

18.1 For purposes of this Agreement, the occurrence of any one (1) or more of the following shall constitute an 'Event of Default':

- a) if, at any time, any warranty, representation, or statement made or furnished by a Party to the other Party is not true and correct in any material respect; and
- b) if either Party fails (in whole or in part) to fulfill any of its obligations under this Agreement or to materially perform, observe or comply with any of the covenants, agreements or obligations hereunder after notice and opportunity to cure the same.

18.2 If an Event of Default occurs, the defaulting Party shall, upon written notice from the aggrieved Party, proceed to cure or remedy such default or breach within thirty (30) calendar days after receipt of such notice (the "Cure Period"); provided, however, that if such default is incapable of being cured within said Cure Period, and the defaulting Party commences to cure the default within said Cure Period, provides a written request to extend the Cure Period, and proceeds with due diligence to cure the same, such Cure Period shall be extended (not unreasonably) for the length of time reasonably necessary to cure the default.

18.3 At any time during the Cure Period (or extension thereof), the aggrieved Party may request a written report on the status of the steps taken to cure the Event of Default, which shall be complied with by the breaching Party within ten (10) calendar days after receipt of the original request. At all times during a Cure Period or extension thereof, the defaulting Party, shall diligently follow through to completion all such steps necessary to remedy the Event of Default within the shortest possible time. Failure of a Defaulting Party to respond to a request for information as set forth herein shall be considered a failure to diligently undertake the cure of the Event of Default and shall be deemed a waiver of the defaulting Party's opportunity to cure. In case such action is not taken or diligently pursued or the Event of Default is not cured or remedied within the aforementioned period, the aggrieved Party may exercise any rights or institute such proceedings at law or in equity as may be necessary or desirable in its opinion to cure and remedy such Event of Default, including termination of this Agreement.

18.4 The rights and remedies of the Parties, whether provided by law or in this Agreement, shall be cumulative and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by such Party at the same time or different times, of any other remedies for the same Event of Default by the defaulting Party.

18.5 Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the Event of Default involved).

18.6 No waiver made by any Party with respect to any specific Event of Default by the other Party under this Agreement shall be construed as a waiver of rights with respect to any other Event of Default except to the extent specifically waived in the extent specifically waived in writing.

ARTICLE 19: Intentionally Left Blank

ARTICLE 20: COUNTERPARTS & FACSIMILE TRANSMISSION

This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and submitted by facsimile or electronic mail shall have the same effect as an original signature.

ARTICLE 21: GOVERNING LAW

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Parties submit themselves to the exclusive jurisdiction of those courts located in Cook County, Illinois with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

ARTICLE 22: FORCE MAJEURE

Notwithstanding any other provision of this Agreement, Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement, including but not limited to, the scope of services set forth herein, which result from circumstances or causes beyond Contractor's reasonable control, including without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence (collectively, as well as separate and apart, are each and all "Event(s) of Force Majeure). Notwithstanding the foregoing, Contractor shall be required to use reasonable efforts to mitigate the effects of an Event of Force Majeure, and in no event shall Contractor's financial condition or inability to fund or obtain funding or financing constitute an Event of Force Majeure.

ARTICLE 23: NO RESPONSIBILITY FOR LOSS

Notwithstanding any other provisions of this Agreement, Contractor is not responsible for any monetary losses to Village due to System malfunction or failure at any time.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees that on the selection of any subcontractor or the use of workers or employees that it will not in any way discriminate against any person, company or corporation due to race, nationality or origin.

ARTICLE 25: COMMUNICATION AND NOTICES

No verbal communication between the Parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation as set forth in the Illinois Code of Civil Procedure, rules of the Circuit Court of Cook County. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon:

- a) actual receipt if personally delivered and the sender received written confirmation of personal delivery;
- b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier;
- c) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified mail, return receipt requested; or
- d) when delivery is refused.

Notices shall be sent to the addresses set forth below, or to such address as any Party may specify in writing:

President

SafeSpeed, LLC.

150 N. Wacker, 8th Floor

Chicago, Illinois 60606

Fax: (877) 237-2302

President

Village of River Forest

400 Park Avenue

River Forest, Illinois 60305

Fax: (708) 366-3702

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

ARTICLE 26: ASSIGNMENT OF AGREEMENT

Notwithstanding anything to the contrary in this Agreement, Contractor shall have the right to make, with Village's prior written consent, which may be withheld in the Village's sole

discretion, any assignment of this Agreement to: (a) any entity with which, or into which, Contractor may consolidate or merge; or, (b) any entity acquiring all or substantially all of the assets of Contractor. The Contractor shall give the Village no less than fifteen (15) days prior notice of a proposed assignment, and the Village shall accept or reject such proposed assignment within thirty (30) days after receipt of said prior notice. If the Village fails to accept or reject such proposed assignment, then the proposed assignment shall be deemed to be approved by the Village.

ARTICLE 27: UNABLE TO CONTINUE

In the event Contractor is unable to continue to maintain and support the System(s), Contractor will advise Village of same in writing giving a minimum of sixty (60) days notice to Village. The Parties shall continue to pay all amounts owed to each for as long as money is collected pursuant to this Agreement. Village may then proceed to enter into contract with another vendor for the same and/or similar services. There will be no penalty to either party.

ARTICLE 28: NO WAIVER

The waiver by either Party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance with every term and condition of the Agreement.

ARTICLE 29: PARTNERSHIP NOT INTENDED NOR CREATED

Nothing in this Agreement is intended nor shall be deemed a partnership or joint venture between Contractor and the Village.

ARTICLE 30: EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the first (or only) Red Light Camera begins capturing Potential Automated Traffic Law Violations.

ARTICLE 31: CONFIRMATION AND AUTHORITY

The Village and Contractor for themselves and their successors, executors, administrators and assigns agree to the full performance of this Agreement. The persons signing below on behalf of the Village and Contractor certify that each is an agent possessed of authority to bind the Village and Contractor to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

The Village of River Forest

By: 

Name: Catherine Adduci

Title: Village President

SafeSpeed, LLC.

By: 

Name: Nikki M. Zollar

Title: President

AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT

EXHIBIT A

FEES

Contractor compensation is based on "Fee Per Services" as set forth herein. The following Fee Schedule is hereby attached and made a part of the Automated Traffic Law Enforcement Agreement. Payment of Contractor's compensation by Village shall only be made to the amount of revenue received from Violation Fines and Penalties in any given month. Cost neutrality to the Village is ensured. Under no circumstances shall the Village be required to pay Contractor in excess of actual revenue received from Violation fines and Penalties.

MONTHLY FEES PER SYSTEM

Maintenance, Service and Repair of System	\$100.00 Flat Monthly
Potential Violation Capture & Initial Screening	\$100.00 Flat Monthly
Violation Processing & Registration Retrieval	\$100.00 Flat Monthly
Printing & Violation Notice Mailing	\$100.00 Flat Monthly
Adjudicative Support Services	\$100.00 Flat Monthly

PAYMENT PROCESSING FEES

Payment Processing	\$40.00 per Initial Payment
Payment Processing	\$48.00 per Second Notice Payment
Payment Processing	\$5.00 per Subsequent/Partial Payment
Payment through Collections Process	\$48.00 per Initial Payment
Payment through Collections Process	\$5.00 per Subsequent/Partial Payment

SERVICES AT NO CHARGE

Installation of System	No Charge
Public/Community Relations Campaign	No Charge
Training on Use of System	No Charge
Lockbox Service	No Charge
1-800 Customer Service	No Charge
Signage	No Charge
30 Day Archived Video	No Charge
Live Streaming Video Access	No Charge
Relocation of System	No Charge

Software Licensing

No Charge

PASS-THROUGH CHARGES

Utility

Monthly

Non Sufficient Funds (NSF)

Variable

Light-Emitting Diode Upgrades

Construction and Hardware Costs

Variable May be Financed

OPTIONAL EQUIPMENT

Payment Kiosk

\$7,000.00 May be Financed

To include all equipment, software,
installation and training of Village Personnel
on use of Kiosk

ACTIVITY DESCRIPTIONS

Maintenance, Service and Repair of System: Contractor will be solely responsible for the installation of all System Equipment at agreed upon location(s) (See Exhibit B attached hereto and made a part hereof) including, but not limited to: communication enclosure, helix-based pole, camera units, detection cameras, communication antennas, inductive coils and associated cable in conduits; if wireless – magnetic sensor detectors and receiver. Additionally, Contractor warrants it will maintain Systems and associated equipment in good working order and provide service and repair of System(s) within sixty (60) hours of identified equipment failure. Systems will be returned to service within an additional forty-eight (48) hours or advise Village of the reason for delay in returning equipment to service. The cost and expense of service of repair of the System(s) shall be solely that of Contractor.

Note: Should equipment be destroyed or put out of service due to unforeseen circumstances such as weather, motor vehicle accident, non-scheduled IDOT construction or vandalism, Contractor shall not be subject to the above requirements, however, Contractor will make best efforts to return equipment to service as soon thereafter as practicable.

Potential Violation Capture & Violation Screening: Contractor will provide digital camera Systems capable of reliably capturing clear, photographs of the rear of vehicles, specifically capturing images of license plates on those vehicles whose drivers may have committed red light violations (Potential Violation Capture). Live video feed of each intersection will also be provided to the Village for surveillance purposes.

Contractor's reviewers shall look at all Potential Violations in order to send those images to Village for Review and Determination as to whether a Violation was committed. Before the Images are sent to Village, Contractor's reviewers shall look at all images that are Potential Violations for clarity and to eliminate any Potential Violations which fall within one of the "exceptions" below.

Exceptions:

- Driver did not actually run red light, e.g., driver clearly put on brakes and stopped before entering the intersection
- No license plate on vehicle
- License plate unreadable
- Emergency vehicles
- Funeral Processions
- Unable to identify vehicle's registered owner
- Vandalism
- Weather
- System Malfunction (including Flash Malfunction)

All Potential Violations that are not screened "out" during Violation Screening shall be sent by electronic medium to the Village for review by Village's duly appointed Review Officers. Review Officer(s) shall make ALL determinations as to whether a Potential Violation shall be deemed a Violation.

Violation Processing & Registration Retrieval: Contractor shall process all actual Violations sent to it by The Village using web-based software. For each Violation processed, Contractor shall retrieve registered vehicle owner information from the Department of Motor Vehicle (DMA)/Secretary of State (SOS).

Note: Village must provide Contractor access to all DMV/SOS records and/or databases.

Printing & Violation Notice Mailing: Contractor shall print and mail all Violation Notices, including both First and Second Violation Notices.

Each Violation Notice shall also include, among other items, all information listed in section 7.5 of the Agreement including, a minimum of three (3) images showing the vehicle approaching the intersection with the controlling traffic signal red, the vehicle in the intersection with the controlling traffic signal red, and a close up view of the rear of the vehicle with license plate.

Contractor shall perform a Second Notice Violation mailing if Violator has not responded to the First Violation Notice in a timely manner. *Note: If Violator does not pay the Fine and Penalty demanded in the Second Notice in a timely manner, Contractor shall support the efforts of Village's Collection Agency/Agent to recover payment of Fine(s) and Penalty(ies).*

Adjudicative Support Services: Contractor shall provide support to Village's Adjudicative Process. Such support will include use of Contractor's "Adjudication Module" which allows for viewing of Violation photographs and streaming video, as well as in-person or remote technical assistance at the time of hearing(s) and full support services for "Contests by Mail."

Note: Administrative Hearings must be conducted by an attorney licensed to practice law in the State of Illinois for at least three (3) years and shall have all the powers granted to him or her under 65 ILCS 5/1-2.1-4, administrative hearings and court costs are the sole responsibility of Village and are not shared by Contractor.

Payment Processing: All payments made in response to a Violation Notice, whether it be First or Second Notice, whether such payment is made through Lockbox service, on-line, at Village, in response to Administrative Finding or through efforts of Collection Agency/Agent, will be electronically captured by Contractor's Payment Processing System. Contractor shall process full and partial payments.

Public/Community Relations Campaign: Contractor shall support all educational and public information initiatives Village chooses to undertake in order to launch a System program by

providing “Content” for written materials in English (and Spanish upon request). Contractor shall appear at public hearings and events related to System program during the Public/Community Relations Campaign period which can be up to and including sixty (60) days.

Training on Use of System: Contractor shall train all Village personnel identified by System Program Administrator on any and all parts of System Program, to include, but not limited to: review of Streaming Video, use of Scanners, use of Electronic Hearings Processes (including for “Written Contests”), and Inputting of Fines. Training shall be done as frequently as requested by Village and/or needed.

License Plate Look-Up with Secretary of State: Contractor shall interface with the Department of Motor Vehicles/Secretary of State in order to secure information related to the registered owner of the Vehicle driven at the time of Violation. Contractor shall assume the costs for all License Plate Look-Ups.

Lockbox Service: Contractor shall maintain a Lockbox service with a third Party institution (F.D.I.C. Bank) for the purpose of taking in all payments of Fines made to the Village by check which are not made directly at the Village Hall or other appointed location.

1-800 Customer Service: Contractor shall provide a toll-free telephone number with English and Spanish speaking operators available for the purpose of answering inquiries concerning the System Program as well as Violation Notices. Contractor shall insure that all inquiries shall be handled timely and professionally. Customer Service includes:

- Information regarding court location and violation contest options,
- Payment options and processing, and,
- Violation status/updates

** No personal advice or violation interpretation shall be given to Customers. 1-800 Customer service intends only to provide Violators with the information necessary to make an independent and informed decision regarding their violation.*

Signage: Contractor, shall acquire or fabricate, install and maintain all signage to be placed in advance of each enforced Approach. The content and location of the signage shall comply with Section 11-208.6(k) of the Illinois Vehicle Code (625 ILCS 5/11-208.6 (k)) and the Illinois Manual on Uniform Traffic Control Devices.

30 Day Archived Video: Contractor shall maintain Video of all enforced Approaches for thirty 30 days after the final disposition of the Violation, or if the video does not correspond to the Violation, to which the video relates, so that Village may review and/or use any images captured for any purposes it chooses.

Live Streaming Access: Contractor shall provide the Village Administrator and his designees with access to Contractor's live video streaming twenty-four (24) hours a day, seven (7) days a week. With this, Village will be able to monitor any activity within camera range.

Relocation of System: Should System need to be relocated for any reason as outlined in this Agreement, all costs associated with such relocation will be the sole responsibility of Contractor.

Software Licensing: All costs normally associated with the use of Contractor's software are waived for purposes of this Agreement.

AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT

EXHIBIT B

It is the intention of the Parties to install and to have installed Systems at the following approaches, pending approval by IDOT (where necessary)

- Eastbound North Avenue and Harlem Avenue
- Lake St and Southbound Harlem Avenue