



Village of River Forest
Village Administrator's Office
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: August 12, 2011
To: John Rigas, Village President
Village Board of Trustees
From: Eric J. Palm, Village Administrator
Subj: Red Light Cameras

*See pages 33 & 18 for provisions
to provide 24/7 Live Streaming
to Village Hall*

Issue: At the last Village Board meeting, there was a consensus to move forward with a continued discussion on red light cameras. Staff has conducted additional research and is recommending a vendor, Safe Speed, to as the red light camera contractor in River Forest.

Analysis: Staff sought proposals from three companies: Safe Speed, Red Speed and Red Flex. During our analysis of each company, we looked at various elements including costs, fee structure, cost neutrality, LED traffic signal upgrades, and violation discretion. Safe Speed was the company that addressed all our main concerns about red light cameras.

1. Cost – The cost and maintenance of the red light cameras is entirely borne by the Contractor with the exception of the cost of electricity of the cameras which is estimated at \$50.00 per month per approach.
2. Fee Structure – The cost for each approach is \$500.00 per month. For each ticket where revenue is received, the vendor receives \$40.00 and the Village receives \$60.00. Note: the vendor receives its money only when it is collected.
3. Cost Neutrality – This is a concern for the Village and was raised by the Village Board. Safe Speed agrees that under no circumstances shall the Village be required to pay Safe Speed in excess of actual revenue received from violation fines and penalties.
4. LED Traffic Signal Upgrades – Safe Speed requires the Village to pay for the entire cost of the upgrade; however, Safe Speed is willing to front the cost and amortize the cost over a twelve (12) month period interest free.
5. Violation Discretion – Safe Speed is the only company that allows the Village to exercise discretion to whether or not a violator receives a ticket; and, that if we decide a violation did not occur, we are not charged for that ticket. With other vendors, if the contractor determines a violation has been committed at the municipality disagrees; the municipality still has to pay the contractor's proportionate share of the ticket.

How
much?

Attached please find the following:

1. An ordinance amending Title 9 of the Village Code permitting the use of an automated traffic light enforcement system.
2. A resolution and draft agreement with Safe Speed, Inc. engaging them to be the Village's contractor for red light cameras.
3. A map of Harlem & Lake submitted by Trustee Gibbs that he will use to explain his concern about pedestrians and safety especially at the NE corner of the intersection.

Please note the following on the draft agreement. We are working on finalizing the agreement with the Village Attorney. A couple of outstanding items we have yet to finalize with Safe Speed that I want to bring to your attention for further discussion:

- Section 11.7 – Speaks to termination fees cover installation costs.
- Sec 15.2 – Indemnification for Safespeed if suit to challenge Village's right or authority to implement program.

This agreement may be further modified prior to Monday night's meeting and any changes will be brought to your attention.

Initially, Staff is recommending that Safe Speed look at the intersections of Harlem/Lake, Harlem/North and Thatcher/North.

Representatives will be at Monday night's Village Board meeting to give a 10-15 minute overview of their company and system.

Recommendation: Consider the attached ordinance and resolution regarding automated traffic light enforcement (red light cameras).

Thank you.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9 OF THE RIVER FOREST VILLAGE
CODE TO PROVIDE FOR AN AUTOMATED TRAFFIC LAW ENFORCEMENT
SYSTEM**

WHEREAS, the VILLAGE OF RIVER FOREST (hereinafter, the “Village”), pursuant to P.A. 94-0795, which amends the Illinois Vehicle Code, 625 ILCS 5/1-100, *et seq.*, is vested with authority to implement an automated traffic enforcement system in order to monitor motorist compliance with traffic control signals at intersections and to devise a system of administrative adjudication to enforce the same; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208.6, may enact an ordinance providing for an automated traffic law enforcement system to enforce State and local traffic control signal laws and regulations through the use of electronic monitoring devices and by imposing liability on registered vehicle owners violating such State laws and local provisions; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208.3 and 65 ILCS 5/1-2.2-1, *et seq.*, may enact a system of administrative adjudication to adjudicate violations of regulations related to automated traffic law violations; and

WHEREAS, the Corporate Authorities of the Village are desirous of providing a fair and efficient method of enforcing certain Village regulations through administrative adjudication of vehicular standing and parking violations, violations concerning the condition and use of vehicle equipment, violations regarding the display of municipal and automated traffic law violations; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208(a)(2), may regulate traffic through the use of traffic control signals; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208(a)(15), may adopt traffic regulations as authorized by the Illinois Vehicle Code; and

WHEREAS, the Corporate Authorities of the Village believe that instituting a system of administrative adjudication to adjudicate contested matters with respect to the automated traffic law enforcement system will facilitate prompt and just resolution of disputes; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois as follows:

SECTION 1: The foregoing recitals shall be and are hereby made a part of, and operative provisions of, this Ordinance as fully as if completely repeated at length herein.

SECTION 2: That Title 9 of the River Forest Village Code is hereby amended by adding a new Chapter 8, to read in its entirety as follows:

CHAPTER 8 - AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM

9-8-1 DEFINITIONS

Automated traffic law enforcement system means a device within the Village with one or more motor vehicle sensors working in conjunction with a red light signal to produce recorded images of motor vehicles entering an intersection against a steady or flashing red signal indication in violation of Section 11-306 of the Illinois Vehicle Code, 625 ILCS 5/11-306, or similar violation of the Village Code.

Disregarding a traffic control device means failure to stop and remain stopped before an intersection that is controlled by a red signal as provided for in Section 11-306 of the Illinois Vehicle Code.

Hearing Officer means the person appointed as such pursuant to Section 11-208.6 of the Illinois Vehicle Code.

No turn on red means failure to stop and remain stopped, and not proceeding to turn right at, an intersection controlled by both a sign indicating “No turn on red,” or other similar language, and a red signal as provided for in Section 11-306 of the Illinois Vehicle Code.

Recorded images means images produced by the automated traffic law enforcement system, which consist of either 2 or more photographs; 2 or more microphotographs; 2 or more electronic images; or, a video recording showing the motor vehicle and, on at least one image or portion of the recording, clearly identifying the registration plate number of the motor vehicle.

Traffic Compliance Administrator means the person appointed as such through Article 25

of the Illinois Vehicle Code and shall have the following additional powers: adopt, distribute and process automated traffic law violation notices and other notices required by this Chapter, collect money paid as fines and penalties, operate the automated traffic law enforcement system, and make certified reports to the Secretary of State as required by this Chapter.

9-8-2 VIOLATIONS

It shall be a violation of this Chapter for a vehicle to disregard a traffic control device or to turn on red in violation of Section 11-306 of the Illinois Vehicle Code.

9-8-3 DEFENSES

The following may be considered defenses by the Hearing Officer for a violation of Section 9-8-2:

- 1. that the motor vehicle or registration plates of the motor vehicle were stolen before the violation occurred, and not under the control of or in the possession of the owner at the time of the violation;
- 2. that the driver of the vehicle passed through the intersection when the light was red either (i) in order to yield the right-of-way to an emergency vehicle or (ii) as part of a funeral procession.

To demonstrate that the motor vehicle or the registration plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner must submit proof that a report concerning the stolen motor vehicle or registration plates was filed with a law enforcement agency in a timely manner.

9-8-4 NOTICE OF VIOLATION

When the automated traffic law enforcement system records a motor vehicle entering an intersection in violation of Section 9-8-2, the Village shall issue a written "Notice of Violation" to the registered owner or lessee of the vehicle, which shall be delivered by U.S. mail within thirty (30) days after the Illinois Secretary of State notifies the Village of the identity of the registered owner or lessee of the vehicle, and in no event later than ninety (90) days following the violation. The Village shall only be required to notify a lessee if the leasing company/lessor provides the lessee's name by an affidavit and a copy of the lease within sixty (60) days of the notice's issuance. If the driver information is not provided within sixty (60) days, the leasing company/lessor may be found liable. If any notice to an address is returned as undeliverable, a second notice shall be sent to the last known address recorded in a United States Post Office approved database of the owner or lessee of the cited vehicle. The second notice shall be made by first class mail postage prepaid. Service of such notices shall be deemed complete as of the date of deposit in the United States mail.

A Notice of Violation associated with an automated traffic law violation shall require a review of the associated recorded image by the Traffic Compliance Administrator, who shall

inspect the image and determine whether the motor vehicle was being operated in violation of Section 9-8-2, or whether one of the defenses enumerated in Section 9-8-3 is visibly and plainly applicable upon inspection. Upon determination that the recorded image captures a violation and that no defense applies, the notice of violation shall be served upon the registered vehicle owner in the manner provided for above. The Traffic Compliance Administrator shall retain a copy of all violation notices, recorded images and other correspondence mailed to the owner of the vehicle. Each Notice of Violation shall constitute evidence of the facts contained in the notice and is admissible in any proceeding alleging a violation of the above-noted statutory and local provisions and shall be *prima facie* evidence of a violation, subject to rebuttal on the basis of the defenses established in this Article.

The Notice of Violation shall include the following information:

1. the name and address of the registered owner or lessee of the vehicle, as indicated by the records of the Secretary of State, or, if such information is outdated or unattainable, then the last known address recorded in a United States Post Office approved database;
2. the make (only if discernable) and registration number of the motor vehicle involved in the violation;
3. the violation charged;
4. the location where the violation occurred;
5. the date and time of the violation;
6. a copy of the recorded images;
7. the amount of the civil penalty and the date by which the penalty should be paid (twenty-one (21) days from the date of issuance), if a hearing is not requested, and a statement that the payment of the fine shall operate as a final disposition of the violation;
8. a statement that a failure to pay the civil penalty by the date noted may result in an additional late fee being assessed against the owner or lessee;
9. the amount of the late fee;
10. a statement that the failure to pay the civil penalty or request a hearing by the date specified will result in a final determination of liability and may result in the suspension of driving privileges for the registered owner of the vehicle;
11. a statement that the recorded images are evidence of a violation of a red light signal;

12. a statement that the person may elect to proceed by paying the fine or challenging the charge in court, by mail or by administrative hearing;
13. a statement of how an administrative hearing may be requested; and
14. a website address, accessible through the Internet, where the person may view the recorded images of the violation.

9-8-5 HEARING

The registered owner to whom a Notice of Violation was issued may request a hearing by the respond-by date on the Notice of Violation (within twenty-one (21) days from the date of issuance), to challenge the evidence or set forth an applicable defense. The Notice of Violation shall constitute evidence of the facts contained in the notice and is admissible in any proceeding alleging a violation of Section 9-8-2. The Notice of Violation shall be *prima facie* evidence of a violation, subject to rebuttal on the basis of the defenses established in Section 9-8-3.

The owner's failure to appear at the hearing will result in a finding of liability. In the event of a failure to appear, a "Findings, Decision and Order" letter will be sent to the owner. The owner's failure to pay the amount by the date specified in that letter will result in a final determination.

9-8-6 NON-RESIDENTS

Where the registered owner or lessee of the cited vehicle is not a resident of the Village but seeks to contest the merits of the alleged violation, such person may contest the charges using the same available defenses as stated above, but rather than attend an administrative hearing, the non-resident registered owner may submit any and all documentary evidence to the Traffic Compliance Administrator by the respond-by date on the Notice of Violation (within twenty-one (21) days from the date of issuance), together with a written statement reflecting that they are a non-residents of the Village. The Traffic Compliance Administrator shall forward all timely-submitted materials to the Hearing Officer for review and determination.

9-8-7 FINAL DETERMINATION

A final determination of violation liability shall occur following failure to pay the fine, a failure to request a hearing by the respond-by date, after a Hearing Officer's determination of violation liability and the exhaustion of or failure to exhaust any administrative review procedures provided by the Village Municipal Code. Where a person fails to appear at a hearing to contest the alleged violation in the time and manner specified in a prior mailed notice, the Hearing Officer's determination shall become final upon a failure to pay the amount owed on date provided in the "Findings, Decision and Order" letter. Appeal may be made to the Circuit Court of Cook County on any final determination as provided for by the Illinois Administrative Review Act.

9-8-8 NOTICE OF DETERMINATION OF LIABILITY

If the registered owner fails to pay or contest the Notice of Violation within twenty-one (21) days, a Notice of Determination of Liability will be sent to the registered owner indicating that a fine in the amount of one hundred dollars (\$100.00) is due to the Village. The notice will also state that the owner may petition the Village to set aside the determination of liability before it becomes final. If the owner does not pay the one hundred dollars (\$100.00) as specified in the notice or petition the Village to set aside the determination, within twenty-one (21) days, a Notice of Final Determination will be sent to the owner indicating that the owner has exhausted all challenge options and the one hundred dollars (\$100.00) fine is a debt due and owing to the Village and must be paid within fourteen (14) days. The owner will also be notified that the failure to pay the one hundred dollars (\$100.00) fine within fourteen (14) days will result in a late fee of one hundred dollars (\$100.00) added to the original fine.

9-8-9 NOTICE OF FINAL DETERMINATION

A "Notice of Final Determination" shall be sent following the final determination of automated traffic law violation liability and the conclusion of judicial review. The Notice of Final Determination shall include the following information:

1. a statement that the unpaid fine is a debt due and owing to the Village
2. a warning that a failure to pay any fine due and owing to the Village within 14 days may result in a petition to the Circuit Court of Cook County to have the unpaid fine rendered as a judgment or may result in the suspension of the person's drivers license for failure to pay fines or penalties for five (5) or more violations under this Chapter.

9-8-10 PETITIONS TO SET ASIDE DETERMINATION

A "Petition to Set Aside Determination" of an automated traffic law violation must be filed with or mailed to the Traffic Control Administrator within fourteen (14) days of the date of mailing of the Notice of Determination of Liability. The grounds for the petition are limited to:

1. the person was not the owner or lessee of the cited vehicle on the date of the violation notice was issued;
2. the person having already paid the fine for the violation in question; or
- 3.
4. excusable failure to appear at or request a new date for a hearing.

Upon receipt of a timely petition to set aside the determination of liability, the Hearing Officer shall review the petition to determine if cause has been shown to set aside the determination. If cause has been shown, the Village shall forward the petitioner a new hearing date on which the petitioner must appear to present his case. The Village shall notify the petitioner of the Hearing Officer's decision to grant a hearing or deny the petition within fourteen (14) days of the Village's

receipt.

9-8-11 NOTICE OF IMPENDING DRIVERS LICENSE SUSPENSION

A "Notice of Impending Drivers License Suspension" shall be sent to the person liable for any fine or penalty that remains due and owing on five (5) or more violations of this Article. The Notice of Impending Drivers License Suspension shall state the following information:

1. the failure to pay the fine owing within forty-five (45) days of the notice's date will result in the Village notifying the Secretary of State that the person is eligible for initiation of suspension proceedings under Section 6-306.5 of the Illinois Vehicle Code;
2. a statement that the person may obtain a copy of the original ticket imposing a fine by sending a self-addressed, stamped envelope to the Village along with a request for the copy.

The Notice of Impending Drivers License Suspension shall be sent by first class mail, postage prepaid, to the address recorded with the Secretary of State or, if any notice to that address is returned as undeliverable, to the last known address recorded in a United States Post Office approved database.

9-8-12 DRIVERS LICENSE SUSPENSION

The Traffic Compliance Administrator, by certified report, may request that the Secretary of State suspend the driving privileges of an owner of a registered vehicle who has failed to pay any fine or penalty due and owing as a result of five (5) automated traffic violations. The report shall be certified and contain the following:

1. the name, last known address as recorded with the Secretary of State, as provided by the lessor of the cited vehicle at the time of lease, or as recorded in a United States post office approved database if any notice sent under this Article is returned as undeliverable, and driver's license number of the person who failed to pay the fine or penalty and the registration number of any vehicle known to be registered to such person in a state;
2. the name of the municipality making the report pursuant to this section; and
3. a statement that a Notice of Impending Driver's License Suspension has been sent to the person named in the report at the address recorded with the Secretary of State or at the last address known to the lessor of the cited vehicle at the time of the lease or, if any notice sent under this Article is returned as undeliverable at the last known address recorded at a United States Post office approved database; the date on which such notice was sent; and address to which such notice was sent.

The Traffic Compliance Administrator shall notify the Secretary of State whenever a person named in the certified report has paid the previously recorded fine or penalty or whenever the municipality determines that the original report was in error. A certified copy of such notification shall also be given upon request and at no additional charge to the person named therein.

Any person receiving notice from the Secretary of State that their driving privileges may be suspended at the end of a specified period may challenge the accuracy of the certified report prepared by the Traffic Compliance Administrator. The person shall, within seven (7) days after having received notice from the Secretary of State, request an opportunity to speak with the Traffic Compliance Administrator to challenge the accuracy of the certified report. If the Traffic Compliance Administrator determines that the original report was in error due to the fact that the person challenging the report was not the owner or lessee of the vehicle or that the person has already paid their fine for the five (5) or more automated traffic violations, the Traffic Compliance Administrator shall immediately notify the Secretary of State of such error in a subsequent certified report.

9-8-13 PENALTY

Any person violating Section 9-8-2 shall be fined one hundred dollars (\$100.00) for each offense. Failure to pay the original fine within fourteen (14) days of the issuance of the Notice of Final Determination shall result in an additional one hundred dollars (\$100.00) late payment fine.

SECTION 3: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 4: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the River Forest Village Code, as amended, shall remain in full force and effect.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED on a roll call vote of the Corporate Authorities on the ___ day of _____,
2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ___ day of _____, 2011

Village President

APPROVED and FILED in my office this ___ day of _____, 2011 and
published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

Village Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE VILLAGE TO ENTER
INTO AN AUTOMATED TRAFFIC LIGHT ENFORCEMENT
AGREEMENT WITH SAFESPEED, LLC**

WHEREAS, the Village of River Forest (the “Village”), is an Illinois non-home rule municipality operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the Village, pursuant to P.A. 94-0795, which amends the Illinois Vehicle Code, 625 ILCS 5/1-100, *et seq.*, is vested with authority to implement an automated traffic enforcement system in order to monitor motorist compliance with traffic control signals at intersections and to devise a system of administrative adjudication to enforce the same; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208.6, may provide for an automated traffic law enforcement system to enforce State and local traffic control signal laws and regulations through the use of electronic monitoring devices and by imposing liability on registered vehicle owners violating such State laws and local provisions; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208.3 and 65 ILCS 5/1-2.2-1, *et seq.*, may enact a system of administrative adjudication to adjudicate violations of regulations related to automated traffic law violations; and

WHEREAS, the Corporate Authorities of the Village are desirous of providing a fair and efficient method of enforcing certain Village regulations through administrative adjudication of vehicular standing and parking violations, violations concerning the condition and use of vehicle equipment, violations regarding the display of municipal and automated traffic law violations; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208(a)(2), may regulate traffic through the use of traffic control signals; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208(a)(15), may adopt traffic regulations as authorized by the Illinois Vehicle Code; and

WHEREAS, the Corporate Authorities of the Village believe that instituting a system of administrative adjudication to adjudicate contested matters with respect to the automated traffic law enforcement system will facilitate prompt and just resolution of disputes; and

WHEREAS, the Corporate Authorities and the Village Police Department, after careful consideration, have determined that SafeSpeed, LLC is best suited to meet the needs of the Village with regard to automated red light enforcement services

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and the public's health, safety, and welfare to adopt the attached agreement providing for automated traffic law enforcement systems with monitoring and automated enforcement within the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois as follows:

SECTION 1: The foregoing recitals shall be and are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

SECTION 2: The Village is authorized to enter into the agreement, substantially in the form attached hereto as Exhibit A and incorporated by reference herein, with SafeSpeed, LLC for the design and implementation of the Village's red light enforcement system(s) and for services related to the system(s). All final changes to the Agreement are subject to approval by the Village Administrator. The Village President is hereby authorized and directed to execute the Agreement, thereby binding the Village to its terms once the Agreement is finalized. The Village Clerk is authorized and directed to attest to the Village President's signature

SECTION 4: That each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision.

SECTION 5: That this Resolution shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED on a roll call vote of the Corporate Authorities on the ___ day of _____, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ___ day of _____, 2011

Village President

APPROVED and FILED in my office this ___ day of _____, 2011 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

Village Clerk

EXHIBIT A

AUTOMATED TRAFFIC LIGHT ENFORCEMENT AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND SAFESPEED, LLC

AUTOMATED TRAFFIC LIGHT ENFORCEMENT AGREEMENT

THIS AGREEMENT (Agreement) made and entered into this () day of , 2011 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 and with the Village (collectively, the 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; 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 Village to use Systems to enforce the Village’s traffic laws where permissible; and,

WHEREAS, the President, as well as the Board of Trustees find that the use of a System will benefit the public’s health, safety and welfare; and,

WHEREAS, the Village has taken all appropriate legislative steps or has valid executive authority to enter into this Agreement; and,

WHEREAS, Contractor has the expertise to furnish, install, operate and maintain Systems and the 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 Light 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” (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 11-306), as amended, or a similar provision of the Village’s 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” (Violation) means a violation described in Section 11-208.6 of the Illinois Vehicle Code (625 ILCS 11-208.6), as amended, 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 11-306) or a similar provision of the Village’s Municipal Code evidenced by the Recorded Images produced by an Automated Traffic Law Enforcement System.
- 2.5 “Automated Traffic Law Violation Fine” (Fine) means the civil penalty authorized by Section 11-208.6(j) of the Illinois Vehicle Code (615 ILCS 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 11-208.3 and 11-208.6) and pursuant to the provisions of the Village’s Municipal Code.
- 2.6 “Automated Traffic Law Violation Notice” (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 11-208.3 and 11-208.6), as amended, and pursuant to the provisions of the Village’s Municipal Code.
- 2.7 “Automated Traffic Law Violation Review Officer” (Review Officer) means a Village police officer appointed by the Chief of Police, or his designee, whom reviews the Recorded Images produced by the System to determine whether a violation as described in Section 11-208.6 of the Illinois Vehicle Code (625 ILCS 11-208.6), as amended, 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 11-208.3 and 11-208.6), as amended, or a similar provision of the Village’s Municipal Code has occurred to authorize the issuance of an Automated Traffic Law Violation Notice.
- 2.8 “Automated Traffic Law Violator” (Violator) means a person who has been issued a Violation Notice.
- 2.9 “Initial Screening” (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 an emergency vehicle or part of a funeral procession.

- 2.10 “Municipal Code” means the Village of River Forest Municipal Code, as amended.
- 2.11 “Potential Automated Traffic Law Violations” (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: (1) 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, as set forth in Section 11-208.6(b), as amended.
- 2.13 “Red Light Incident” means the digital photographic and/or 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 and made a part hereof.

ARTICLE 3: SCOPE OF WORK

In accordance with the terms of this Agreement:

- 3.1 Contractor shall furnish all labor, materials, equipment, as well as furnish and install any and all Systems, in addition to performing all maintenance related to the installation and ongoing operation of the System(s). The entire cost and expense of the maintenance of the System(s) shall be solely that of Contractor.
- 3.2 Contractor shall cooperate with and support all educational and public information initiatives the Village undertakes in order to launch a System, by providing content for written materials (in English and Spanish upon request), and appearing at public hearings related to System(s). Contractor will also train all Village personnel in use of System(s) 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.

Live feed of the intersection 24/7

- 3.4 Upon receipt of Review Officer 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, provide a toll free number and provide all customer service to persons issued Violation Notices.
- 3.6 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.
- 3.7 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 desire and/or believe System(s) should be installed unless said System(s) is 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 System(s) 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, maintained and 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 System(s) is the responsibility of the Contractor, and the costs for such installation, maintenance, service, and repairs are included in the established fee for the System(s).
- 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. The cost of such upgrades shall only be paid from Violation payments, and in no case shall the Village be required to pay for such upgrades from any other funds.

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 System(s) shall be the responsibility of the Village.

ARTICLE 5: CHANGE OF LOCATION

If Contractor or the Village deems that Violations at a location at which a System is installed fail to rise to a level that warrants the System or fall below a level that warrants the System (see Article 10.2), the System may be removed from service at Contractor's or the Village's sole discretion, as the case may be, upon thirty (30) day written notice to Village or Contractor, as the case may be; or, may be moved to a new location at the expense of the Contractor and upon mutual agreement of the Parties as to the new location so long as approval has been granted by IDOT, if moving System to an IDOT road. The responsibility, cost, and expense of obtaining IDOT approval shall be solely that of the Contractor. All new locations shall 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 Five (5) 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 discernable);
 - 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;
 - 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 Violator's driving privileges;
 - 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 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.
- 7.7 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. If after six (6) months the Collection Agency or Collection Agent has been unable to collect a minimum of fifteen percent (15%) of all Second Notice fines it has in the collections process, Village agrees to work with Contractor in order to find another Collection Agency/Agent to capture payment

of Delinquent Fines. Village further agrees that if another Collection Agency is agreed upon between the parties, the agreement with the first Collection Agency/Agent will be terminated and the Village will enter into an agreement with the Agency/Agent agreed upon between the Parties.

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 any of 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

- 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 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 and/or the Parties have 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 A minimum charge of Thirty-Five Dollars (\$35.00) will be assessed to anyone making payment on a Violation Notice whose check is returned due to Non Sufficient Funds (NSF). *This charge may vary as it will reflect the exact amount being charged by the financial institution for Non Sufficient Funds (NSF). This charge is a pass-thru only. There will be no refund of processing fee due to NSF. Additionally, Village will be responsible for the charge until such time as violator makes payment of same.*
- 9.5 Any funds owed to Contractor under this Agreement shall be paid solely from revenue generated and collected by Contractor under this Agreement, notwithstanding any provision to the contrary. 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.

ARTICLE 10: REVENUES AND REMITTANCE

- 10.1 Contractor shall, as the agent of the Village, 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 limited 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 seventy-five (75) 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. Contractor shall provide a written report of accounting to the Village within a day of transferring payment to the Village.

ARTICLE 11: TERM, RENEWAL, MODIFICATION, TERMINATION

- 11.1 This Agreement shall be effective on the date it is signed by both Parties.
- 11.2 The term of this Agreement shall be for a period of four (4) years beginning on the date of the first issued and payable Violation Notice (the “Start Date”) with the option to renew for a two (2) year period 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.
- 11.3 The addition, subtraction, or modification of sites will be reduced to writing and be considered an amendment to this Agreement. The Village and Contractor shall be subject to the terms and conditions set forth in this Agreement with respect to any and all additional System installations. If at any time thereafter it is determined that the number of Violation Notices issued, based on incidents captured by the System installed fail to reach or fall below an average of five (5) collected Fines per day over a thirty (30) day period, Contractor reserves the right to take action as described in Article 5 above.

- 11.4 Notwithstanding anything contained in this Agreement to the contrary, if legislation or court decisions make it reasonably impossible to operate these 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 and the Village shall have no further financial obligations. 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 under this Agreement.
- 11.5 Village may terminate this Agreement for Cause. In this case, "Cause" is defined as: Contractor's inability to erect a fully functioning system within twelve (12) months from the date of execution of this Agreement; and/or embezzlement, misappropriation of funds, other acts of dishonesty, and/or significant activities willfully engaged in by Contractor that are materially harmful to Village's reputation.
- 11.6 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 engaged in by Village, to and including, any of its officials, that are materially harmful to Contractor's reputation.
- 11.7 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 Seventy-Five Thousand Dollars (\$75,000.00) per approach (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.
- 11.8 Except as provided for in Section 11.7, 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.
- 11.9 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.

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.

Further, 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 (excluding attorneys' fees and costs) which may be incurred on account of any person or persons challenging Village's right and authority to issue citations under a Photo Enforcement Program of any sort or kind and/or claiming injury to self or property because of such program. The indemnification owed to the Village under this Section 15.1 shall permit the Village its choice of counsel and the right for the Village to conduct its own defense.

ARTICLE 16: REMEDIES & 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: 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 18: 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, order or requirement of any government agency or authority, except as otherwise provided for in this Agreement.

ARTICLE 19: 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 20: 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 21: 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, the Federal Rules of Civil Procedure and the local rules of the Circuit Court of Cook County and the local rules governing the U.S. District Court.

Any and all communications and notices required by this Agreement shall be forwarded by facsimile and sent by certified mail to the following:

SafeSpeed, LLC.
118 N. Clinton, Suite 200
Chicago, Illinois 60661
Fax: (877) 237-2302

The Village of River Forest
Attn: Village Administrator
400 Park Avenue
River Forest, Illinois 60305
Fax: (708) 366-3702

ARTICLE 22: ASSIGNMENT OF AGREEMENT

Notwithstanding anything to the contrary in this Agreement, Contractor shall have the right to make, with Village's consent, 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. Contractor shall notify Village within sixty (60) calendar days of any assignment of this Agreement.

ARTICLE 23: 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. 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 24: 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 effect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of the Agreement.

ARTICLE 25: 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

SafeSpeed, LLC.

By: _____

Name: _____

Title: _____

By: _____

Name: Nikki M. Zollar

Title: President

AUTOMATED TRAFFIC LIGHT 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 Light Enforcement Agreement. Payment of Contractor's compensation by the Village shall only be made up to the amount of revenue received from Violation Fines and Penalties in any given month. Cost neutrality is assured to the Village. Under no circumstances shall Village be required to pay Contractor in excess of actual revenue received from violation fines and penalties. In the event of a conflict between Exhibit A and the Agreement, the Agreement shall control.

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	\$ 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

OPTIONAL EQUIPMENT

Payment Kiosk

\$6,000.00 May be Financed

LIGHT-EMITTING DIODE UPGRADES

Construction and Hardware Costs

Variable May be Financed

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 System(s) and associated equipment in good working order and provide service and repair of System(s) within forty-eight (48) hours of identified equipment failure. System(s) will be returned to service within an additional sixty (60) 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 Village for review by Village's duly appointed Review Officer(s). 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 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.

Included on each Violation Notice will be:

- Date
- Location Code
- Violation Identification
- Amber Time
- Red Time (time into the red phase)
- Image Number/Unique Identifier
- Lane
- Direction of Travel
- Camera ID

Additionally, each Violation Notice shall also include, among other items, 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 the Village.

Payment Processing: All payments made in response to a Violation Notice, whether it is 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 from the date of installation of the first System.

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.

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.

24/7 Live Streaming to Village Hall

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 the System(s) 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 LIGHT 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):



To see all the details that are visible on the screen, use the "Print" link next to the map.

