Memorandum
Police Department

To: Albert J. Rigoni, Village Manager
From: Anthony F. Scarpelli, Chief of Police
Date: August 26, 2013
Subject: AGENDA ITEM: Red Light Camera Enforcement Program

Skokie’s Automatic Traffic Law Enforcement System (Red Light Camera Enforcement Program) has been operational for approximately three years now at Dempster St. & McCormick Blvd. During this time, we have assessed the effectiveness of the system and have determined there has been a positive impact on our traffic safety, traffic crash reduction strategy, and traffic enforcement efforts. As currently designed, this system allows for constant video enforcement of violations at a location where the physical observation of the traffic signal presents numerous hardships to the patrol officer, making conventional means of enforcement impractical. This system has proven itself to be unobtrusive to passing motorists with no reported negative impact to the surrounding community.

An executive management team composed of members of the Manager’s Office, Finance, Traffic Engineering, and Police Command staff determined a legitimate need exists not only to continue to operate a photo-enforcement system in Skokie, but to recommend an expansion of our existing program. It is our recommendation that we add to our photo-enforcement camera program at Dempster St. & McCormick Blvd., to monitoring two additional intersections, Oakton St. & McCormick Blvd. and Howard St. & McCormick Blvd.

Oakton St. & McCormick Blvd. and Howard St. & McCormick Blvd. both present the same physical challenges as the intersection of Dempster St. & McCormick Blvd making normal patrol enforcement methods not viable. Additionally, traffic at both intersections continues to be extremely heavy and motor vehicle crashes are not uncommon. These two (additional) intersections are ranked as numbers one (Oakton St. & McCormick Blvd. = 230 crashes) and three (Howard St. & McCormick Blvd. = 222 crashes) over the past five years as intersections having the most traffic crashes of any single location in the Village of Skokie. Also, traffic studies of these intersections indicated a high number of red light violations. The Dempster St. & McCormick Blvd. intersection has experienced a reduction of traffic crashes since implementation of the photo-enforcement program and now ranks as number five (Dempster St. & McCormick Blvd. = 188 crashes) over the past five years as intersections having the most traffic crashes in the Village of Skokie. A traffic study of this intersection indicated a high number of red light violations continue to occur.

After much consideration and study, the executive management team is also recommending a change in our red light camera vendor. Our contract with the previous vendor (who is based out-of-state) expired on July 9, 2013. Unfortunately, their business model as well as their customer
service performance did not meet our needs and expectations. Moving forward, we believe SafeSpeed, LLC is the company with which we will want to partner. Located in Chicago, IL, SafeSpeed’s traffic engineers, IT staff and government support staff are just minutes away being able to provide the service we require. Positive feedback was received when we completed a reference check of all of the communities utilizing their services.

Skokie Board of Trustee approval will allow the aforementioned intersections to be reviewed by the Illinois Department of Transportation (IDOT) for consideration of issuance of required permits.
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*NON SIGNALIZED INTERSECTIONS DOC#349361
MINUTES of a regular meeting of the Mayor and the Board of Trustees of the Village of Skokie, Cook County, Illinois held in the Council Chambers at 5127 Oakton Street at 8 p.m. on Tuesday, September 4, 2007.

Pledge of Allegiance led by Cub Scout Pack 85 from Middleton School.

The Mayor called the meeting to order.
The Clerk called the Roll. Those present were Trustees Perille, Roberts, Sutker, Bromberg, Gelder, McCabe and Mayor Van Dusen.

Motion to approve the Consent Agenda.

Moved: Trustee Sutker
Seconded: Trustee Perille

Ayes: Perille, Roberts, Sutker, Bromberg, Gelder, McCabe and Mayor Van Dusen
Nays: None.
Absent: None.

MOTION CARRIED

* Approve, as submitted, minutes of regular meeting held August 20, 2007.
Omnibus vote.

* Approve Voucher List #8-FY08 of September 4, 2007.
Omnibus vote.

Appointments, Reappointments and Resignations.

A. Swearing in of the following personnel by the Board of Fire and Police
Commissioner Ralph Egloff:

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<th>Name</th>
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<tr>
<td>Richard Wolfer</td>
<td>Police Officer</td>
<td>Sergeant</td>
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Mayor Van Dusen congratulated Sergeant Wolfer who then introduced his family and friends.

Mayor Van Dusen congratulated IMODS, Village personnel, Skokie Library, Skokie Park District and volunteers for a successful Backlot Bash. He extended a special thanks to John Lockerby and Randy Miles.

B. Reappointments:
Advisory Commission on Human Services (Two-Year Term): Roselain Rothman
Beautification and Improvement Commission (Two-Year Term): Bonnie Pershin

Omnibus vote.

Report of the Village Manager.

A. Automated Red Light Enforcement Systems.

Chief Silverberg and Deputy Chief Scarpetti answered questions from the Board.

Motion to concur with the Police Chief's recommendation and request Mayor & Board authorize Staff to advertise a Request for Qualifications and proposal process with regard to starting a pilot program through which automated red-light enforcement systems are tested at four to six selected intersections.

Moved: Trustee Roberts
Seconded: Trustee Perille

Ayes: Perille, Roberts, Sutker, Bromberg, Gelder, McCabe and Mayor Van Dusen
Nays: None.
Absent: None.

MOTION CARRIED

B. Vehicle Impoundment and Seizure Ordinance.

Motion to concur with the recommendation of the Mayor & Board to authorize the Corporation Counsel to draft the necessary ordinance regarding vehicle impoundment and seizure.

Moved: Trustee Perille
Seconded: Trustee McCabe

Ayes: Perille, Roberts, Sutker, Bromberg, Gelder, McCabe and Mayor Van Dusen
Nays: None.
Absent: None.

MOTION CARRIED
A RESOLUTION AGREEING TO INDEMNIFY THE STATE OF ILLINOIS FOR PHOTO ENFORCEMENT EQUIPMENT ATTACHED TO ILLINOIS DEPARTMENT OF TRANSPORTATION FACILITIES

WHEREAS, the Village of Skokie (hereinafter "Village"), is desirous of constructing certain facilities attached to Illinois Department of Transportation (hereinafter "IDOT") facilities; and

WHEREAS, IDOT has determined that the attachment of photo enforcement equipment to its facilities may be permitted and is in the interest of increasing the safety of the motoring public; and

WHEREAS, pursuant to Safety Engineering Policy Memorandum 2-07, IDOT will issue a permit for the attachment of photo enforcement equipment to IDOT facilities provided that IDOT has obtained a resolution from the Village agreeing to indemnify the State of Illinois for any claims that may be made against the State of Illinois, its employees, agents and IDOT as a result of attachment and operation of photo enforcement to IDOT facilities within the boundaries of the Village; and

WHEREAS, the Village deems it is in the interest of the Village to adopt such a resolution to facilitate the safety of the motoring public;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois that the Village hereby agrees to indemnify and hold harmless the State of Illinois for any claims that may be made against the State of Illinois, its employees, agents and IDOT as a result of attachment and operation of photo enforcement equipment to IDOT facilities within the boundaries of the Village of Skokie.

PASSED this day of November, 2013.

__________________________
Village Clerk

__________________________
Approved by me this day of November, 2013.

__________________________
Mayor, Village of Skokie
November 5, 2013

Nikki M. Zollar, President
SafeSpeed
150 North Wacker Drive
8th Floor
Chicago, Illinois 60606

Dear Ms. Zollar:

Enclosed please find an executed contract between the Village of Skokie and SafeSpeed.

We look forward to a strong working relationship with you and your staff.

Please contact Chief Scarpelli with regard to any implementation issues.

Thank you.

Sincerely,

Albert J. Rigoni
Village Manager

c: Chief Anthony Scarpelli w/copy
Mikel Aleksic, Purchasing Agent w/original
October 21, 2013

Mr. Michael Lorge  
Corporation Counsel  
Village of Skokie  
5127 Oakton Ave.  
Skokie, Illinois 60077

Re: Automated Traffic Law Enforcement Agreement

Dear Mr. Lorge:

Please find enclosed two (2) copies of the Automated Traffic Law Enforcement Agreement (Agreement) that we hope will be approved by your city council members on November 4, 2013. I have signed both copies in anticipation of Council approval. Should Council approve entering into the Agreement, please have Mr. Rigoni also sign the Agreement and return one fully executed copy to my attention at SafeSpeed, LLC.

Thank you so much for all you have done to move this process along; quite a lot of thought and effort have gone into mapping out a strategy to provide the Village of Skokie with a fully robust traffic/safety program. We look forward to assisting the Village in implementing this program. We also look forward to a strong and lasting partnership.

If there is any way in which I can be helpful, please do not hesitate to contact me at (312) 924-7231 or at nikkizollar@safespeedllc.com.

Very truly yours,

Nikki M. Zollar  
President

Enclosures
AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into this Fiftieth (50) day of November, 2013, by and between the Village of Skokie (Village), an Illinois municipal corporation and SafeSpeed, LLC. (Contractor) a limited liability company organized under the laws of the State of Illinois. For the purposes of convenience Village and Contractor may be referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, pursuant to the Illinois Vehicle Code, municipalities in the counties of Cook, DuPage, Kane, Lake, Madison, McHenry, St. Clair and Will are 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 an Agreement with Contractor to provide equipment, processing and other services to enable it to use Systems to enforce its traffic laws pursuant to Sec 106-70 of the Skokie Village Code; and,

WHEREAS, the Village Manager, finds that the use of Systems will benefit the public's health, safety and welfare by reducing the incidence of red light violations and the number of red light violation 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 the Village Police Department has determined that the locations which are the subject of this Agreement are difficult to patrol due to the traffic configuration; and,

WHEREAS, Contractor holds itself out to the Village as having the expertise to furnish, install, operate and maintain Systems and related services; 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. Accordingly, the 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" (Systems) 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) or a similar provision of the Skokie 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) of a 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 Skokie 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 Skokie 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) and pursuant to the provisions of the Skokie Municipal Code.

2.7 "Automated Traffic Law Violation Review Officer" (Review Officer) means a Village police officer appointed by the Chief of Police that 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 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 11-208.3 and 11-208.6) or a similar provision of the Skokie Municipal Code has occurred and 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 "Effective Date" of Agreement means the date on which the Automated Traffic Law Enforcement System begins capturing Potential Automated Traffic Law Violations.

2.10 "Initial Screening" (Screening) means employees of Contractor review all images that may be...
Violations for clarity and to eliminate any incidents in which the 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" (Potential Violations) means the Recorded Images that have been initially screened before the Review Officer has reviewed them.

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 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, prepare and file any and all reports required by IDOT, including but not limited to the "One Year" and "Three Year" follow-up reports, 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.

3.2 Contractor will support all educational and public information initiatives Village chooses to undertake in order to launch a Systems program by providing content for written materials (in English and Spanish upon request), and appearing, through qualified and knowledgeable systems staff, at public hearings related to Systems. Contractor will also train all Village personnel in use of Systems including, but not limited to, the adjudication module.

3.3 Contractor shall record and provide 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 All video or still digital images and any and all data recorded or acquired by the System is the express property of the Village. The Village upon request and without the need for a subpoena or legal proceeding shall have immediate access to all such content or data. Contractor shall not under any circumstances share, disseminate, publish or release any such content or data and shall refer any requests for such content or data to the Village.

3.5 Upon receipt of Review Officer determination that a violation has violations have occurred, Contractor will process all Violation Notices, to include, but not limited to retrieval of vehicle registration.

3.6 Contractor will be responsible, at its expense, for all printing and mailing of Violation Notices, provide a toll free number and provide customer service.

3.7 Contractor will 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 without any additional charge or fee, other than additional notices per attached schedule.

3.8 Contractor will 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." If Contractor fails to provide such content and data, Village may, in addition to other legal action, void all fees to Contractor for those citations that are heard in hearing where failure occurs.

3.9 Contractor will make modifications to its software and database, if necessary, in order to accommodate any process or procedure the Village may want to put in place to support administrative hearings.

ARTICLE 4: EQUIPMENT

4.1 Contractor will 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 Parties may agree from time to time to add, subtract, or modify locations where Systems shall be installed and maintained, such modifications 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 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 Systems will 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 will 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 may 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, so long as costs are acceptable to the Village. Village may issue a RFP to obtain fair pricing.

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. Notwithstanding, these terms of hardware and software ownership, the photographs, video, electronic data, electronic images and all related data and analysis in any format shall be the property of the Village and it shall have complete access to it. Contractor shall retain all official approved violation digital data and video in its data system for no less than three years and archived for no less than seven years from the date of the violation.

4.6 Electric utility charges, if any, to operate Systems shall be the responsibility of Village.

4.7 All installation must be pursuant to Village Code and comply with all Engineering and Planning Department Requirements.

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 5111-208.6(k)) and the Illinois Manual on Uniform Traffic Control Devices.
ARTICLE 7: VIOLATION DETERMINATION AND PROCESSING

7.1 Village will review all video and photographic evidence of possible Violations within ten (10) days of receiving such evidence; and, Village will have ultimate responsibility for determining whether a Violation occurred and a Violation Notice should issue.

7.2 Village will appoint one (1) or more Review Officers to review all Potential Violations and determine whether a Violation did, in fact, occur. Contractor shall provide the 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 will authorize Contractor to have access to the 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 or following the administrative hearing, in court; 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 Violation Notice to the Violator within thirty (30) days after receipt of the necessary registered owner information, and in no event, not later than Ninety (90) days after the date of violation.

7.7 Contractor shall be responsible for the preparation, printing and mailing of any and all Second and Third Notices of Violations (Second and Third Notices) to the Violator if Violator fails to respond timely to the first or second Violation Notices. These Second and Third Notices will demand payment of Fine and penalty.

7.8 If Violator ignores Second Notice, or Third Notice if issued, 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. Contractor shall conform Notice(s) to include all information required by Village ordinance.

ARTICLE 8: ADJUDICATIVE PROCESS

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

8.2 Contractor will assist the Village in prosecuting Violations. Among other things, Contractor will provide all electronic documents to Village that are necessary in the prosecution of Violations (Contractor will also provide hard copy documents if requested). Contractor will provide access to Contractor's website for the purpose of replaying and displaying Recorded Images at Village's administrative hearing. Contractor will provide in-person technical support or "on-call" support for the administrative process.

8.3 Contractor will provide a web based software package and training 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 will be paid Forty Dollars ($40.00) for each and every initial Payment Processed with respect to Violation Notices. Contractor will be paid Forty-Eight Dollars ($48.00) for each and every Second Notice Violation Payment Processed. Contractor will be paid Fifty Six Dollars ($56.00) for each and every Third Notice Violation Payment Processed.

9.3 Contractor will be paid Fifty-Six Dollars ($56.00) for each and every Initial Payment made to any collection agency or agent Village has chosen to work with to help collect outstanding Fines not paid through Contractor or Village; this fee is for Payment Processing. Contractor will be paid Five
Dollars ($5.00) per subsequent/partial Payment Processed with respect to Violation Notices. Monthly detail will show breakdown of partial payments.

9.4 In the event of any conflict between this Article 9 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, will be made to Contractor as an adjustment to that owing Contractor from Village within forty-five (45) days after the end of each month through a reconciliation process.

10.3 In the event a Violation Notice is contested and a fine is levied against and, collected from the registered owner of the violator vehicle, by the Village's adjudicative branch, Contractor remains entitled to full payment of all services outlined in Exhibit A as attached and made a part hereof. Such payment to Contractor will be made as an adjustment to that owing Village from Contractor within forty-five (45) days after the end of each month through a reconciliation process.

10.4 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.

10.5 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 will provide a written report of accounting to Village at the end of each calendar month along with remittance to Village.

10.6 During the term of this Agreement and thereafter for so long as Village is entitled to payments hereunder, 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 two (2) years commencing on the Effective Date of this Agreement 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.

11.2 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 in exactly the same manner as that which was permitted by law as of the Effective Date, then this Agreement may be terminated immediately by either of the Parties upon written notice setting forth the reasons for said termination. 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. In this instance, no termination fee will apply no matter when termination may be required.

11.3 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 significant activities willfully engaged in by Contractor that are materially harmful to Village's reputation; and/or any acts of default as set forth in Article 17 herein not cured in a timely manner.

11.4 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.

11.5 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.

11.6 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.

11.7 Upon termination of this Agreement by either of the Parties, Contractor shall provide Village, within thirty (30) days, an electronic file in Microsoft Excel format containing all outstanding Violation Notices and an electronic PDF image of each outstanding Violation Notice. Information for each Violation Notice shall include information included on the Violation Notice as identified in Article 7.5 herein and other information indicating violation status, critical dates, outstanding balances, etc.
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. Contractor shall provide a certificate of insurance in a form acceptable to Village and Village shall be named as an additional insured. 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.

Further, 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 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.

ARTICLE 16: REPRESENTATIONS & WARRANTIES

16.1 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.
16.2 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 17: DEFAULTS & REMEDIES

17.1 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.

17.2 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, that party may submit a written request to extend the Cure Period to the aggrieved party for the length of time reasonably necessary to cure the same.

17.3 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 aforesaid 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.

17.4 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.
17.5 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).

17.6 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 writing.

ARTICLE 18: SEVERABILITY
The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any one or more provisions contained herein shall not affect the validity and enforceability of the other provisions hereof, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

ARTICLE 19: 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 20: 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 21: 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 (collectively, as well as separate and apart, are each and all “Event(s) of Force Majeure”).
ARTICLE 22: 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 23: 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 24: 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) refusal of delivery

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 Drive
8th Floor
Chicago, Illinois 60606
Fax: (877) 237-2302

Village Manager
Village of Skokie
5127 Oakton Street
Skokie, Illinois 60077
Fax: (847) 568-8806

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 25: ASSIGNMENT OF AGREEMENT

Notwithstanding anything to the contrary in this Agreement, Contractor shall have the right to make, with Village's prior written 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.

ARTICLE 26: UNABLE TO CONTINUE

In the event Contractor is unable to continue to maintain and support the Systems, Contractor will advise Village of same in writing giving a minimum of sixty (60) days notice. 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 27: 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 28: 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 29: EFFECTIVE DATE

The Effective Date of this Agreement shall be the last date on which both Parties have executed this Agreement.

ARTICLE 30: 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 Skokie
By: [Signature]
Name: Albert J. Rigoni
Title: Village Manager
Date: 11/5/13

SafeSpeed, LLC.
By: [Signature] Nikki M. Zollar
Name: Nikki M. Zollar
Title: President
Date: 11/5/13
### 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 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 circumstance shall 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**: $56.00 per Third Notice Payment
- **Payment Processing**: $5.00 per Subsequent/Partial Payment
- **Payment through Collections Process**: $56.00 per Initial 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

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

LIGHT-EMITTING DIODE UPGRADES
Construction and Hardware Costs

Monthly

$6,000.00 May be Financed

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 Systems and associated equipment in good working order and provide service and repair of Systems 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. Contractor shall maintain adequate maintenance and diagnostic procedures to ensure Systems remain in service.

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. Violation Video (which is stored up to and including seven (7) years) will be provided upon request within forty-eight (48) hours; surveillance video (which is stored up to and including thirty (30) days) will be provided upon request within forty-eight (48) hours.

Contractor's reviewers will 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 will 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 or criminally damaged
- Weather
- System Malfunction (including Flash Malfunction)

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

**Violation Processing & Registration Retrieval**

Contractor will process all actual Violations sent to it by Village using web-based software. For each Violation processed, Contractor will 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 database.*

**Printing & Violation Notice Mailing**

Contractor will 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
- All information required by Village ordinance

Additionally, 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 will 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 will support the efforts of Village's Collection Agency/Agent to recover payment of Fine(s) and Penalty(ies)*

**Adjudicative Support Services**

Contractor will 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 will process full and partial payments.

Public/Community Relations Campaign
Contractor will 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 will 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 will 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 will be done as frequently as requested by Village and/or needed.

License Plate Look-Up with Secretary of State
Contractor will 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 will assume the costs for all License Plate Look-Ups.

Lockbox Service
Contractor will 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 will 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 will maintain Video of all enforced Approaches for 30 days so that Village may review and/or use any images captured for any purposes it chooses.

Live Streaming Access
Contractor will provide Village Administrators access to Contractor's live video streaming twenty-four hours a day, seven 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):

Howard St. @ McCormick Blvd.
1) Westbound
2) Southbound

Oakton St. @ McCormick Blvd.
1) Eastbound
2) Westbound
3) Northbound
4) Southbound

McCormick Blvd. @ Dempster St.
1) Southbound