



EXHIBIT "A"

Designated Intersections

RedSpeed and the Municipality will mutually agree upon the Identification of enforced intersection which agreement will be based on community safety and traffic needs as warranted.

- Location 1
- Location 2
- Etc

Construction and Installation

RedSpeed will have designated intersection installed and activated in accordance with an implementation plan to be mutually agreed to by RedSpeed and the Municipality.

RedSpeed will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

The Municipality will assist with providing timely approval of Municipality permit request. The Municipality will provide city engineers to review of RedSpeed permit requests and all documentation and said review should be within five (5) business days of receipt. RedSpeed will also attempt to review and correct, if necessary, any requested changes within two business days.

Further RedSpeed shall provide training for up to twenty (20) personnel of the Municipality, including but not limited to the persons who Municipality shall appoint as Authorized Officers and other persons involved in the administration of the Automated Traffic Law Enforcement System. Training shall include training with respect to the RedSpeed Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation.

Maintenance

All repair and maintenance of the Automated Traffic Law Enforcement System shall be the sole responsibility of RedSpeed.



EXHIBIT "B"

Compensation

The Parties agree that all citations shall be paid to a lock box which shall be maintained by RedSpeed.

RedSpeed to remit to the Municipality the gross balance of all payments it collects for the Municipality on a weekly basis.

RedSpeed shall remit to the Municipality a monthly invoice detailing the compensation due to RedSpeed as determined below:

1. A monthly fee of **\$3,900.00** per each operational Camera from One (1) to (9) Cameras,
2. The monthly camera fee will be reduced to **\$3,800** per camera when operational cameras exceed (10) or more.
 - License Plate Recognition Module (Optional): **\$200.00** per month per Camera
 - \$4 per certified mailing (no receipt)
 - A **\$125.00 credit** shall be given to the Municipality for every day the camera is inactive due to due to vandalism, road sensor damage and equipment malfunction.
 - If the reason for the camera inactivity is due to electricity to the intersection being non-operational and/or non-operational traffic control signals, no credit shall be given.
3. Payment of the total monthly camera fees, less any applicable credits, shall be due and payable to RedSpeed by the Municipality within 14 business days of receipt.
4. Compensation has been agreed upon based on the following assumptions:
 - Collection of delinquent payments for violations where a Uniform Traffic Citation (UTC) has been issued and mailed, will be the sole responsibility and expense of the Municipality.
 - RedSpeed will be able to utilize existing conduit for installation where space is available, at no cost to RedSpeed.
 - If no existing conduit is available for installation, all expenses associated with the installation / construction of required conduit shall be the sole responsibility of RedSpeed.
 - All necessary electrical and high speed internet services to the Designated Intersections will be the sole responsibility and expense of RedSpeed.



- RedSpeed will be able to utilize existing Internet connections at the Municipality's Police Department and other locations where RedCheck (web-based back-office processing software) will be installed and utilized.
- RedSpeed will be responsible for installation and maintenance of a high-speed Internet connection at each designated intersection approach.

Cost Neutrality: Notwithstanding any other provisions of this Agreement to the contrary, if any invoice for compensation owed to RedSpeed by the Municipality exceeds the cash amount collected by the Municipality through the collection of Red Light Citations, the balance owed to RedSpeed shall be carried over and paid by the Municipality in the following or subsequent months.

If at the end of the Municipality's fiscal year commencing October 1 – September 30 an unpaid balance to RedSpeed remains, this balance shall be zeroed out by RedSpeed and the Municipality shall commence the new fiscal year with a zero balance. Balances owed to RedSpeed may not be withheld retroactively from previous months.

Cost Neutrality is assured to Municipality as the Municipality shall never be required to pay RedSpeed more than the amount of actual cash received.

EXHIBIT “C”

City of Aurora, Illinois, Executed Agreement for Red Light Camera System and Services/Traffic Law Enforcement System – Contract Number RFP# 15-32



**AGREEMENT BETWEEN REDSPEED ILLINOIS, LLC
AND THE CITY OF AURORA FOR
TRAFFIC LAW ENFORCEMENT SYSTEM**

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**AGREEMENT BETWEEN REDSPEED ILLINOIS, LLC
AND THE CITY OF AURORA FOR
TRAFFIC LAW ENFORCEMENT SYSTEM**

This Automated Traffic Law Enforcement System Agreement (hereinafter referred to as "Agreement") is made as of this 9 day of ~~Sept~~ 2015 by and between RedSpeed Illinois, LLC located at 400 Eisenhower Lane North, Lombard, Illinois 60148 ("RedSpeed"), and the City of Aurora, an Illinois municipal corporation, (hereinafter referred to as the "Municipality").

RECITALS

WHEREAS, RedSpeed is in the business of providing an implementary automated traffic law enforcement system and the collection of any citations issues pursuant thereto;

WHEREAS, the Municipality desires to engage the services of RedSpeed to provide equipment cameras hardware, software and technicians to identify and enforce violations of the traffic control signals {Red light violations only} within the Municipality.

WHEREAS, the Municipality and RedSpeed desire to enter into this Agreement for the implementation of an automated traffic law enforcement system and collection of citations for violations thereto, for certain intersections within the Municipality pursuant to this Agreement.

WHEREAS, on August 25, 2015 the Corporate Authorities of the Municipality adopted a Resolution (No. R15-240), authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are by this reference incorporated herein, and for other valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, the Municipality and RedSpeed agrees as follows:

1. **Recitals.** All recitals set forth above shall be deemed a part of this Agreement.
2. **Services Provided.** RedSpeed shall provide an automated traffic law enforcement system and program to the Municipality by:
 - a. Installing, at designed Intersections (Exhibit "A" attached hereto and incorporated and in the Municipality automated traffic law enforcement systems);
 - b. Maintenance as set forth in Exhibit "A"; and
 - c. The Municipality may from time to time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, by providing written notice thereof to RedSpeed. Upon RedSpeed's receipt of the requested change, RedSpeed shall deliver a written statement describing the effect, if any, the proposed change would have on the pricing of this Agreement. Following the Municipality's receipt of the new pricing, the Parties may negotiate to implement the proposed change, the time, manner and amount of payment or price increases or decreases,

as the case may be, and any other matters relating to the proposed change. If the Municipality and RedSpeed fail to reach an agreement with respect to a proposed change it shall not be deemed to be a breach of this Agreement, and the terms of this Agreement shall remain intact.

3. **Term.** The term of this Agreement shall commence as of the date hereof and shall continue for a period of six (6) years after the installation date (“Installation Date”). This Agreement shall be automatically renewed for two (2) additional consecutive and automatic three (3) year periods following the expiration of the initial six (6) year term (the “Extended Term”). The City may, in its sole discretion, decline to automatically renew this Agreement by providing written notice to RedSpeed that it shall not renew this Agreement not less than sixty (60) days prior to the last day of the initial term or any Extended Term.

4. **Compensation.** Compensation as set forth in Exhibit “B”.

5. **Termination.**

- a. Either Party shall have the right to terminate this Agreement, without cause, with Sixty (60) days written notice to the other Party.
- b. Either Party shall have the right to terminate this Agreement immediately by written notice to the other if (i) the Illinois Statutes are amended to prohibit or substantially change the operation of automated traffic law enforcement systems, as defined in the Illinois Vehicle Code; or (ii) any court having jurisdiction over the Municipality rules, or state or federal statute declares, the results from RedSpeed’s automated traffic law enforcement systems are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement which breach is not remedied within sixty (60) calendar days after written notice from the Party setting forth in reasonable detail their reasons for the alleged breach.
- c. The termination of this Agreement shall not relieve either Party of any liability that accrued prior to such termination.

The Municipality shall process any outstanding violations and then cease using the Automated Traffic Law Enforcement system provided pursuant to this Agreement and also stop using any other Intellectual Property of RedSpeed, deliver to RedSpeed any and all Proprietary Property of RedSpeed provided to the Municipality pursuant to this Agreement and promptly approve payment of any and all fees, charges and amounts due to RedSpeed for services performed prior to the termination. Intellectual Property includes RedCheck Violation Processing Software and RedCheck manuals.

RedSpeed shall remove any and all Equipment, hardware and software RedSpeed installed in connection with RedSpeed’s performance of its obligations under this Agreement, and shall restore the Designated Intersections to substantially the same condition they were in prior to this Agreement.

- d. Notwithstanding termination, the following shall survive the termination of this Agreement:
 - i. Reservation of Rights, Representations and Warranties of RedSpeed;
 - ii. Representations and Warranties of Municipality;
 - iii. Limited Warranties;
 - iv. Confidentiality;
 - v. Indemnification;
 - vi. Dispute Resolution;
 - vii. Assignment;
 - viii. Applicable Law;
 - ix. Injunctive Relief; and
 - x. Jurisdiction and Venue;

As the Parties acknowledge they must survive to give effect to the provisions of this Agreement.

6. License.

- a. Subject to the terms and conditions of this Agreement, RedSpeed hereby grants to the Municipality, upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (i) solely within the Municipality, access and use of the RedSpeed Automated Traffic Law Enforcement System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of the Violations processing Agreement that the parties intend to enter into, and (ii) use the name RedSpeed, with the approval by RedSpeed, on or in marketing, public awareness or education, or other publications or materials relating to the Automated Traffic Law Enforcement System.
- b. The Municipality hereby acknowledges and agrees that RedSpeed has represented to Municipality that it is the sole and exclusive owner of the Automated Traffic Law Enforcement System provided by RedSpeed, the name RedSpeed, the mark and any and all Intellectual Property arising from or relating to the System. Municipality has made no independent attempt to verify RedSpeed's claims. Municipality is the sole and exclusive owner of all Issued Citation Metadata including: pictures, video and notices.

- c. The Municipality hereby covenants and agrees that it shall not make any modifications to the Automated Traffic Law Enforcement System provided by RedSpeed, alter, remove or tamper with any RedSpeed trademarks, or any other Intellectual Material; use any trademarks or other Intellectual Material in connection without first obtaining the prior written consent of RedSpeed, or perform any type of reverse engineering to the RedSpeed Automated Traffic Law Enforcement System.
- d. RedSpeed shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of RedSpeed, including without limitation the filing applications to register as trademarks in any jurisdiction any of the RedSpeed Marks, the filing of patent application for any of the Intellectual Property of RedSpeed, and making any other applications or filings with appropriate Governmental Authorities. The Municipality shall not take any action to utilize its own name or make any registrations or filings with respect to any of the RedSpeed Marks or the Intellectual Property of RedSpeed without the prior written consent of RedSpeed.

7. **LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDSPEED MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDSPEED AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE MUNICIPALITY'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDSPEED DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION EQUIPMENT OR THE AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM WILL OPERATE IN THE WAY THE MUNICIPALITY SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE MUNICIPALITY HEREBY ACKNOWLEDGES THAT THE REDSPEED PHOTO AUTOMATED TRAFFIC LAW ENFORCEMENT MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDSPEED SHALL DILIGENTLY ATTEMPT TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER ACCORDING TO THE TIMELINE SET FORTH IN EXHIBIT B "COMPENSATION"..

8. **Representations.**

RedSpeed Representations and Warranties.

- a. RedSpeed hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- b. RedSpeed hereby warrants and represents that any and all services provided by RedSpeed pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation and

operation of the RedSpeed Automated Traffic Law Enforcement System, subject to applicable law, in compliance with all specifications provided to RedSpeed.

9. Municipality Representations.

- a. The Municipality hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder (i.e. the passing of a Resolution or ordinance to enter into this Agreement).
- b. The Municipality hereby warrants and represents that any and all services provided by the Municipality pursuant to this Agreement shall be performed in a professional and workmanlike manner.

10. Confidentiality. During the term of this Agreement and for a period of two (2) years thereafter, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information obtained from the other Party during the course of the negotiations for this Agreement or during the Term of this Agreement.

Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such party. RedSpeed will identify materials considered Confidential Information as such, these items to include: RedCheck Violation Processing Software Manuals, Program Business Rules and the RedCheck Violation Processing Software.

Each Party shall not disclose to any third party any Confidential Information without the other Party's express written consent. Exceptions are limited to its employees who are reasonably required to have the Confidential Information, agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information.

11. Indemnification and Liability.

a. Municipality hereby agrees to defend and indemnify and hold harmless RedSpeed, its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to the suppliers of equipment and installers), or any of them against, and to protect, save and keep harmless RedSpeed from, and to pay on behalf of or reimburse RedSpeed as and when incurred for, any and all Losses which may be imposed on or incurred by RedSpeed or equipment provided and/or installed by RedSpeed arising out of or in any way related to:

- i. any material misrepresentation, inaccuracy or breach of any covenant, warranty or misrepresentation of the Municipality contained in this Agreement;
- ii. the willful misconduct of the Municipality, its employees contractors or agents which result in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including

the personal property of third parties), except to the extent caused by the willful misconduct of any RedSpeed Party; or

- iii. any claim, action or demand challenging the Municipality's use of the Automated Traffic Law Enforcement System or any portion thereof, the validity of the Citations issued, prosecuted and collected as a result of the Municipality's use of the Automated Traffic Law Enforcement System provided by RedSpeed.

b. RedSpeed hereby agrees to defend and indemnify and hold harmless the Municipality managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them against, and to protect, save and keep harmless the Municipality Parties from, and to pay on behalf of or reimburse the Municipality Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys' fees and court costs) of whatever kind and nature, which may be imposed on or incurred by any Municipality Party arising out of or related to:

- i. any material misrepresentation, inaccuracy or breach of an covenant, warranty or representation of RedSpeed contained in this Agreement;
- ii. the willful misconduct of RedSpeed, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Municipality or any of its agents; or
- iii. any claim, action or demand not caused by the Municipality's failure to perform its obligations under this Agreement.

c. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any lost profits; indirect, incidental, or consequential damages, however caused.

d. In the event any claim, action or demand in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification shall give the Party from whom indemnification is being sought written notice of such Claim promptly after the Indemnified Party first becomes aware. The Party from whom indemnifications is being sought shall have the right to choose counsel to defend such Claim (subject to approval of such counsel by the other Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, and settle such Claim. The Party from whom indemnifications is being sought shall have the right to participate in the defense at its sole expense.

12. Violation Processing.

Under this Agreement, Violation shall be processed as follows:

- a. All Violation Data shall be stored on the RedSpeed Automated Traffic Law Enforcement System. RedSpeed will take reasonable and prudent steps based upon industry best practices to safeguard the data and video from any unauthorized access or loss. Data will not be used for any purpose other than the Municipality's traffic enforcement. Data will not be accessed by RedSpeed personnel for any purpose other than photo enforcement of red light violations.
- b. RedSpeed shall process the Violation Data gathered from the Designated Intersection(s) into a format capable of review by the Authorized Officer.
- c. RedSpeed shall provide the Authorized Officer with access to the RedSpeed System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violations Data from the applicable Designated Intersection(s).

Thereafter, the Municipality shall cause the Authorized Officer to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination using the software or other applications or procedures provided by RedSpeed on the RedSpeed Automated Traffic Law Enforcement System.

RedSpeed hereby acknowledges and agrees that the decision to issue a citation shall be the **sole, unilateral and exclusive decision of the Authorized Officer** and shall be made in such Authorized Officer's sole discretion (a "Citation Decision"), and in no event shall RedSpeed have the ability or authorization to make a Citation Decision.

Further, the Municipality shall be obligated to execute all violations (citations) sent out on the Municipalities behalf.

13. Notices.

Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for the next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such Party as follows:

- a. **Notices to RedSpeed:**
RedSpeed Illinois, LLC
Attn. Robert Liberman, Manager
400 Eisenhower Lane North
Lombard, IL 60148

With a copy to:

Martin S. Korey
STONE POGRUND & KOREY LLC
1 East Wacker Drive, Suite 2610
Chicago, IL 60601

b. Notices to the Municipality:

**City of Aurora
44 East Downer Place
Aurora, IL
Attention: Chief of Police**

With a copy to:

**Corporation Counsel – City of Aurora
44 East Downer Place
Aurora, IL 60507**

14. Relationship between RedSpeed and the Municipality.

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein). Further, it shall also not create a revenue sharing agreement between parties, but instead payment for services rendered, as set forth in paragraph 4 above.

15. Assignment.

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that the Municipality hereby acknowledges and agrees that delivery and performance of RedSpeed's rights pursuant to this Agreement shall require a significant investment by RedSpeed, and that in order to finance such investment, RedSpeed may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. The Municipality hereby agrees that RedSpeed shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without the Municipality's prior written approval. The Municipality further acknowledges and agrees that in the event that RedSpeed provides any such acknowledgment or consent to Municipality for execution, and in the event that the Municipality fails to execute and deliver such acknowledgment or consent back to RedSpeed within twenty-one (21) calendar days after its receipt of such request from RedSpeed to execute such acknowledgment or consent, the Municipality shall be deemed to have consented to and approved such acknowledgment or consent and RedSpeed is granted a limited power of

attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of Municipality and deliver such document to its financial institution.

16. Injunctive Relief; Specific Performance.

The Parties hereby agree and acknowledge that a breach of License, Restricted Use Confidentiality of this Agreement would result in severe and irreparable injury to the other Party, which injury could not be adequately compensated by an award of money damages, and the Parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition, or provision of this Agreement, or to join or prevent such a breach, including without limitation, an action for specific performance hereof.

17. Audit.

Each of the Parties hereto shall have the right to audit the books and records of the other Party hereto solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than three business hours prior notice, at mutually convenient times and during the normal business hours. In the event any such audit establishes any underpayment of any payment payable by the pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall. In the event any such audit establishes any overpayment by refund to the amount of the excess shall be promptly paid. Each Party shall solely pay the expenses for any audit they request.

18. Force Majeure.

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Said causes may include but are not limited to, acts of God, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by RedSpeed, and unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

19. Miscellaneous.

a. Definitions.

In this Agreement, the words and phrases below shall have the following meanings:

- i. “Administrative Hearing Officer”** means the person hired by the Municipality to act as an impartial judge for all requests for an Administrative Appeals Hearing.
- ii. “Authorized Officer”** means the designated employee from the Police Department of the Municipality, the Traffic Control Administrator or such other individual(s) as the Municipality shall designate to review Potential Violations and to authorize the Issuance of Citations.

- iii. **“Authorized Violation”** means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Officer by using the RedSpeed.
- iv. **“Cause”** as used at Paragraph 5a of this Agreement shall mean:
 - (a) The material breach by RedSpeed, its employees or agents, of any of the provisions hereof on RedSpeed's part to be kept, maintained or performed.
- v. **“Citation”** means the notice of Violation, which is mailed or otherwise delivered by RedSpeed to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
- vi. **“Confidential or Private Information”** means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person’s business or methods of operation or concerning any of such Person’s suppliers, licensors, licensees, Municipalities or other with whom such Person has business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials, or components, the prices such Person obtains or has obtained from its clients or Municipalities, or at which such Person sells or has sold its services; and

Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, equipment, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall mean the broadest and most inclusive interpretation of trade secrets.
- vii. **“Designated Intersection”** means the Intersections set forth in Exhibit A attached hereto, and such additional Intersections as RedSpeed and the Municipality shall mutually agree from time to time.
- viii. **“Enforcement Documentation”** means the necessary and appropriate documentation related to the Automated Traffic Law Enforcement System, including but not limited to Citation notices (using the specifications required by the Illinois Vehicle Code, and by (city/Village) ordinance a numbering sequence for use on all Citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation chain of custody records, criteria regarding operational policies for processing Citations (including with respect to

coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers.

- ix. **“Equipment”** means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Automated Traffic Law Enforcement System(s), including but not limited to all camera systems, housings, radar units, and poles.
- xx. **“Fine”** means monetary sums assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- xi. **“Governmental Authority”** means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- xii. **“Installation Date of the Automated Traffic Law Enforcement System”** means the date on which RedSpeed completes the construction and installation of at least one (1) Intersection in accordance with the terms of this Agreement so that such Intersection is operational for the purposes of functioning with the Automated Traffic Law Enforcement System Program.
- xiii. **“Intellectual Property”** means, with respect to any Person, any and all now known or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other property rights, (e) all other intellectual and property rights (of every kind and nature however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force. Municipality is the sole and exclusive owner of all issued Citation Metadata, including: pictures, video and notices
- xiv. **“Intersection”** means a conduit of travel (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by RedSpeed for the purposes of facilitating Automated Traffic Law Enforcement System by the Municipality.
- xv. **“Operational Period”** means the period of time during the Term, commencing on the Installation Date, during which the Automated Traffic Law Enforcement System is functional in order to permit the identification and prosecution of Violations at the Designated Intersection Approaches and the issuance of Citations for such approved Violations using the Automated Traffic Law Enforcement System.
- xvi. **“Person”** means natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.

- xvii. **“Potential Violation”** means, with respect to any motor vehicle passing through a Designated Intersection, the data collected by the Automated Traffic Law Enforcement System with respect to such motor vehicle, which data shall be processed by the Automated Traffic Law Enforcement System for the purposes of allowing the Authorized Officer to review such data and determine whether a Red Light (Traffic Control) Violation has occurred.
- xviii. **“Proprietary Property”** means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- xix. **“RedSpeed Marks”** means all trademarks registered in the name of RedSpeed or any of its affiliates, such other trademarks as are used by RedSpeed or any of its affiliates on or in relation to Automated Traffic Law Enforcement System at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by RedSpeed, and all modifications or adaptations of any of the foregoing.
- xx. **“Automated Traffic Law Enforcement System”** means, collectively, all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, and products, software and other tangible and intangible property relating including but not limited to the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of RedSpeed, including but not limited to cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles for automated Traffic law enforcement.
- xxi. **“Violation”** means an automated traffic law violation as defined by Section 11-208.6 of the Illinois Vehicle Code.
- xxii. **“Violation Criteria”** means the standards and criteria by which Potential Violations will be evaluated by the Authorized Officer and/or sworn police officers of the Municipality, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, whether the vehicle in question entered an intersection in violation of a red light signal in order to yield the right of way to an emergency vehicle or as part of a funeral procession, and the location(s) in

an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.

xxiii. “**Violations Data**” means the images and other Violations data gathered by the Automated Traffic Law Enforcement System at the Designated Intersection(s).

xxiv. “**Traffic Compliance Administrator**” means the Traffic Compliance Administrator described in Section 115 of City of Aurora Ordinance No. 27.

b. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both Parties.

c. **Construction.** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either Party.

d. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable, in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

e. **Waiver.** Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

f. **Headings.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.

g. **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.

h. **Binding Effect.** This Agreement shall insure to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors and permitted assigns.

i. **Compliance with Laws.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict

between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

j. **Remedies Cumulative.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

k. **Applicable Law.** This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Illinois.

l. **Jurisdiction and Venue.** Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the State Courts of the State of Illinois located in the County the Municipality resides, and both Parties specifically agree to be bound by the jurisdiction and venue thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

“Municipality”

“RedSpeed”

CITY OF AURORA

REDSPEED ILLINOIS, LLC

By: Esther L. Phillips

By: Robert Liberman

Name: Esther L. Phillips

Name: Robert Liberman

Title: Director of Purchasing

Title: Manager

Date: September 15, 2015

Date: 9/15/15

EXHIBIT "A"

Designated Intersections

RedSpeed and the Municipality will mutually agree upon the Identification of enforced intersections which agreement will be based on community safety and traffic needs as warranted. The Designated Intersections shall be set forth on a supplement to this Exhibit A.

Construction and Installation

RedSpeed will have designated intersection installed and activated in accordance with an implementation plan to be mutually agreed to by RedSpeed and the Municipality.

RedSpeed will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

RedSpeed will use reasonable commercial efforts to install and activate the first specified intersection within the first ninety (90) days. The Municipality agrees that the estimated timeframe for installation and activation is not guaranteed.

The Municipality will assist with providing timely approval of Municipality permit requests. The Municipality will provide city engineers to review RedSpeed permit requests and all documentation, and said review shall be accomplished in a reasonably timely manner, with the goal being within two (2) business days of receipt. RedSpeed will also attempt to review and correct, if necessary, any requested changes within two (2) business days of receipt.

Further RedSpeed shall provide, at no cost, training for personnel of the Municipality, including but not limited to the persons who Municipality shall appoint as Authorized Officers and other persons involved in the administration of the Automated Traffic Law Enforcement System. Training shall include instruction with respect to the RedSpeed Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court and judicial proceedings, and a review of the Enforcement Documentation. Training for new municipal personnel joining the program will be free of charge as well as training of existing personnel on enhancements to the system.

Maintenance

All repair and maintenance of the Automated Traffic Law Enforcement System shall be the sole responsibility of RedSpeed.

Non-Productive Cameras

If the Municipality and RedSpeed mutually agree that a camera either is not economical and/or has not reached the desired safety goals, a new location will be mutually selected and the camera will be moved at no Cost to the Municipality. Should no alternate location be identified, the camera will be removed at no Cost to the Municipality and with no impact on the program scope.

EXHIBIT "B"

Compensation

The Parties agree that all citations shall be paid to a lock box which shall be maintained by RedSpeed.

RedSpeed to remit to the Municipality the balance of all payments it collects for the Municipality after deducting therefrom the compensation due to RedSpeed as determined below:

1. A monthly fee of \$1,499.00 for each Active Camera. This cost includes the maintenance of the camera. (Also as set forth above no cameras can be added or removed unless agreed to in writing by both Parties).

If a camera is Inactive due to vandalism, road sensor damage and/or equipment malfunction, except if the electricity to the intersection is non-operational and/or the traffic control signals are non-operational in which case no credit shall be given, the following shall be applicable:

- A \$50.00 credit shall be given to the Municipality for every day the camera is inactive up to fourteen (14) calendar days; and
- If more than fourteen (14) calendar days, then the entire monthly fee of \$1,499.00 shall be waived

Further, if the electricity and/or traffic control signal is not operational, RedSpeed will assist the Municipality at no cost with all repairs and also, there will be no additional charges for the power outage.

2. A service fee of \$11.98 shall only be charged for the following services listed in subparagraphs (a) below, where applicable, once the violation has been approved for issuance by the Municipality:
 - (a) For digital capture, download and manual review of a violation evidence package (including three pictures and a 12 second video clip), performed by RedSpeed operators, excluding funeral processions, emergency and police vehicles and for registered owner name and address retrieval associated with processing a citation (utilizing Secretary of State, United States Postal Service or other 3rd-party database);

3. A service fee of \$5.99 shall be charged for each of the following services listed in subparagraphs (a), (b) and (c) below, where applicable:
 - (a) For ALL letter handling services, including postage and color printing;
 - (b) For payment processing service, including check and credit card processing at the lock box, online or during administrative hearings; and
 - (c) For digital evidence archival (storage of evidence for 7 years) service.

4. Also the compensation has been agreed upon based on the following assumptions:
 - There shall be twenty-five (25) free warning notices given by RedSpeed at no charge to Municipality each month.
 - Collection of delinquent payments will be the sole responsibility and expense of the Municipality.
 - RedSpeed will be able to utilize existing conduit for installation where space is available, at no cost to RedSpeed;
 - All necessary electrical and high speed internet services to the Designated Intersections will be the sole responsibility and expense of RedSpeed;
 - RedSpeed will be able to utilize existing internet connections at the Municipality's Police Department and other locations where RedCheck (back-office processing software) will be installed and used, and
 - RedSpeed will be responsible for installation and maintenance of a high-speed internet connection at each designated intersection approach.

Further, the Parties acknowledge that the Compensation as set forth in this Exhibit B is compliant with the laws of the State of Illinois.

Further, the Municipality shall receive a statement and invoice by the 15th of every month stating the amount collected and the amount of compensation due to RedSpeed for the prior month. The net amount owed to the Municipality shall be included with the statement and invoice.

All citations (payments) shall be collected by RedSpeed and all work shall be monitored by RedSpeed, and approved by the Police Department of the Municipality. After citations are collected, RedSpeed shall be paid all of its compensation as set forth in this Paragraph four (4) and then the balance shall be promptly paid to the Municipality. The Municipality acknowledges that it shall have access to all records on the computer terminal provided by RedSpeed pursuant to this Agreement. If for some reason it is not available RedSpeed shall provide a paper copy of any monthly statement upon written request.



Cost Neutrality. Notwithstanding any other provision of this Agreement to the contrary on a monthly basis if any invoice for compensation owed to RedSpeed from Municipality is higher than the amount collected, the balance owed to RedSpeed will be zero. Payment will only be made by Municipality up to the amount of cash received by Municipality through the collection of Red Light Citations up to the amount currently due. Cost neutrality is assured to Municipality as the Municipality shall never have to pay RedSpeed more than the actual cash received.

EXHIBIT “D”

RedSpeed Proposal for City of Aurora, Illinois, Red Light Camera System and Services/Traffic Law Enforcement System – Contract Number RFP# 15-32

LETTER OF INTRODUCTION

May 20, 2015

Ms. Esther L. Phillips
Director of Purchasing
CITY OF AURORA
44 East Downer Place
Aurora, IL 60505

Dear Ms. Phillips:

RedSpeed Illinois is pleased to respond to the City of Aurora's Red Light Camera System and Services Request for Proposal. As a worldwide provider of hi-tech digital camera enforcement equipment and turnkey solutions for violation processing, we are confident the attached proposal represents the comprehensive "one stop shop" solution necessary to effectively and successfully manage this program.

RedSpeed has been the leading Photo Enforcement provider in the State of Illinois for over 8 years, contracting with over 63 municipal clients and installing over 150 operational cameras. In addition, RedSpeed provides Speed Enforcement services to municipalities within both Maryland and Iowa.

Our success and growth is due to our commitment to:

- **Providing turn-key automated enforcement solutions, including a complete suite of back-office services which are simple to use and provided at no out of pocket cost to our municipal partner.**
- **Providing all of our clients with unparalleled service, support and industry leading technology. The level of service and support provided will never diminish over the duration of the contract.**
- **Maintaining an unblemished reputation for integrity and ethical practices within the enforcement industry. RedSpeed has never initiated litigation against a partner Community or been named as a direct defendant in litigation as a result of our provision of automated enforcement services.**
- **Meeting and exceeding all of our Clients' expectations of their safety enforcement partner, and ensuring they have complete confidence in the integrity and reliability of their Automated Enforcement Program.**
- **Our experience transitioning communities from existing contracts with other enforcement providers.**

Following is a summary of RedSpeed Illinois's qualifications:

- **3D Object Tracking Radar Vehicle Detection:** RedSpeed utilizes state of the art, non-invasive Radar technology to alert the system to a violation. This optimized triggering technology results in the highest number of enforceable violations being captured (6x more than the in-ground method used by many vendors), while reducing the rate of false triggers. The Radar technology is resistant to weather (snow, flooding) and unaffected by roadway resurfacing projects, dramatically reducing the potential for system downtime.

An important benefit of this detection method is that Radar captures vehicle speed data as well. Should Illinois law allow for Automated Speed Enforcement to be utilized in the suburbs, RedSpeed could **immediately** provide this technology to the City without any alterations being made to the existing system.

- **Non-Invasive Vehicle Detection:** RedSpeed also has the flexibility to utilize Sensys wireless flush mount sensors. Installation can be accomplished in under 10 minutes with the small circular hole producing the least amount of stress to the roadway.
- **Multiple Video Cameras:** RedSpeed's Dual Red Light & Speed Intelligent Camera System (RICS) is a completely video-based camera system and cutting edge within the Photo Enforcement industry. In addition to a scene "overview" shot, lane specific video cameras offer a "zoom capability" essential to identifying plate numbers in situations such as Amber Alerts.
- **License Plate "Rewind" Ability:** The use of multiple lane specific video cameras enables RedSpeed to extract obscured or partial license plate information. By either rewinding (or fast forwarding) the video footage until a clear plate image emerges, we are able to maximize the number of enforceable violations submitted to the Police for review. These are potential violations which would be discarded by other vendors using traditional still image camera equipment.
- **Live High Definition Video Streaming & Intersection Viewing:** RedSpeed's proprietary website SiteOps™ enables authorized users to view real time traffic at enforced approaches from a PC, Tablet or Smart Phone. Users are also able to "rewind" the video footage, a function that is particularly valuable to on-scene officers faced with recreating accident specifics.
- **High Definition Video Archive Retrieval – SiteOps™:** Each video camera is equipped with 4-16 terabytes of on-site storage, maintaining 30 days of video data. Thru the SiteOps™ website, City authorized users are able to remotely access and download archived video footage directly from the intersection cameras according to selected date and time parameters. The availability of this footage, combined with the immediate access, is invaluable to Police when investigating crashes occurring within the enforced intersections or for other investigative purposes.

Please refer to the letter in Appendix 1 submitted by the Village of Addison acknowledging the vital role this technology played in apprehending individuals involved in a shooting incident.

- **Wireless Technology:** Images from the sites are transferred using wireless broadband or an HDMSA network. Each installation is customized by RedSpeed to determine the most efficient image transfer method. All electronic elements within the controller cabinet can be activated or de-bugged remotely.
- **Dedicated Project Implementation Team:** RedSpeed assigns a dedicated project manager who will oversee all aspects of the City's program. Services provided include: Coordinating intersection evaluation studies, compiling and preparing all the data and correspondence required for IDOT vendor transition applications, preparing program evaluations and assisting the City's personnel with any and all questions which may arise.

- **National Law Enforcement Telecommunications System (NLETS):** RedSpeed was approved thru an extensive security check to partner with this state-of-the-art secure information sharing system. As a result, RedSpeed is able to obtain all the vehicle owner and registration information necessary to issue a violation. The accessible databases encompass all 50 States with information inquiries being returned in less than 6 seconds, resulting in highly efficient and rapid processing.
- **RedCheck™ Total Offense Processing Software and Patented Adjudication System** enables Police Officers, Adjudicators and authorized municipal users to review violations and evidence packages via a secure Internet connection. The RedCheck™ software is web-based, so there are no supplemental hardware or software costs; all that is required is a standard Internet connection.

This user friendly software is a single platform solution and eliminates the need for multiple systems. Since enforcement processing is integrated, the processing is faster and labor costs associated with processing are reduced. All documentation generated by the system is stored against the respective violation number, allowing for instant access and complete case history at the touch of a button.

- **www.RedLightViolations.com** Web-based software designed for use with Automated Photo Enforcement Systems. This user friendly website is available 24/7 and enables violators to view their violation and corresponding video clip as well as pay fines on-line using debit or credit card.
- **Payment Processing** For accountability and complete transparency of operation, RedSpeed recommends an outside bank lockbox operation and credit card acceptance / reconciliation system be utilized. These systems are maintained and balanced daily by RedSpeed personnel. Collection assistance, including support for the Illinois State Debt Recovery Program, is also offered as part of RedSpeed's turnkey solution.
- **Customer Service:** The cornerstone of the RedSpeed philosophy is a commitment to unparalleled customer service and support to our client communities. RedSpeed believes that the program is not just about equipment and technology, it's the partnership between the municipality and our team which ensures a successful program.

To assist citation recipients, RedSpeed operates a full-service Call Center Monday through Friday, from 9 a.m. to 4 p.m. CST. Callers are connected with live Call Center Operators fluent in English and Spanish (and other languages as necessary) through a municipality specific toll free number established by RedSpeed®. These operators have on-line access to all violation information and can assist with any customer service needs.

- **Violation Image / Video Quality:** RedSpeed's photo enforcement system provides highly enforceable images and video, with an enforcement success rate as high as 99.02%. The System captures a minimum of 12 seconds of extremely high quality video (6 seconds prior to the violation and 6 seconds after the violation occurred) at 30 frames per second. Images of potential violations are captured under every weather or lighting condition: Glare, heat, rain, wind, light, dark, as well as gradual and dramatic ambient lighting changes. Every enforced approach maintained by RedSpeed is highly scrutinized by a department of reviewers dedicated to quality assurance.

It should be noted that the variety of illegal products intended to obscure or distort the camera's ability to detect and read vehicle license plates are ineffective against the RedSpeed system. During the violation review process, reviewers are able to adjust the negative, brightness and contrast of the plate image to further facilitate the correct identification of the numbers / letters.

- **Evidence Archival:** RedSpeed provides, at no additional cost, violation evidence archival on a designated, secure server for 7 years. Evidence is not downloaded to Blue Ray disc or secondary storage devices.

In the event the relationship between RedSpeed and the City is severed, RedSpeed will ensure all data pertaining to captured violations up to the date of termination is made available to the City in a manner conducive to business continuity and processing.

- **Evidence Security:** RedSpeed ensures evidence integrity thru the use of immediate data and image encryption at the time of capture and multiple firewalls. Encrypted data is secured by 2048 bit SSL certificates.

Data never leaves RedSpeed's control, since all back-office reviewing and citation processing is completed in RedSpeed's Lombard, IL office, utilizing digital certificates, digital signatures and audit trails.

- **Maintenance:** The maintenance and operation of the enforcement equipment is paramount and RedSpeed provides round the clock, 365 days per year on-call operators for prompt initial response.
- **Community Education Support:** Customized materials designed to educate the community about the objectives of the photo enforcement program and its applicability as a means to improve traffic safety (and benefit all residents) will be provided prior to the system's activation and for the duration of the partnership.
- **Financial Stability:** RedSpeed has only experienced positive growth and has never been the target of potential mergers or acquisitions. Financially solvent, the company is not currently nor ever has been faced with either downsizing or bankruptcy. A solid, proactive business plan for controlled but steady growth ensures that all employees will be trained to meet the needs of our clients, our goal will always be to exceed the needs of our clients, and that quality assurance practices will be applied to every phase of our operation.

Please consider this letter as evidence of RedSpeed Illinois' formal commitment to providing Aurora with all of the services specified in the Request for Proposal. We are very excited at the prospect of partnering with you and would consider it a privilege to provide a higher level of safety to your residents. On behalf of the entire RedSpeed team, we look forward to your favorable response.

Best regards,

Robert Liberman
Managing Director
RedSpeed® USA
(630) 317-5710
Robert.Liberman@RedSpeed-Illinois.com

Qualifications of Proposer

EXECUTIVE SUMMARY

RedSpeed is part of RedSpeed International, Ltd. which designs, develops and manufactures enforcement systems. RedSpeed International is a 10-year-old United Kingdom based company and the documented leader in the research, development, production and installation of digital camera systems which capture vehicle speed and red light violations with the highest level of accuracy. The main corporate function is to market the RedSpeed range of traffic related equipment for traffic law enforcement. Products are manufactured mainly for police/traffic departments, highways agencies, local and state government law enforcement agencies, safety camera partnerships, civil engineers and road construction agencies.

RedSpeed International's global market presence includes:

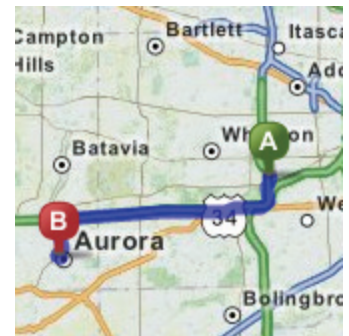
- United Kingdom
- Northern Ireland
- India
- Kazakhstan
- South Africa
- Spain
- Brazil
- Italy
- Mexico
- Panama

RedSpeed's understanding of the City's requirements can best be exemplified in our 8 years of operating performance within Illinois since we opened our Lombard facility in 2006. The suburbs had just received approval to utilize automated enforcement, and since that time RedSpeed® has partnered with more suburban municipalities than any current automated enforcement provider. Our dedicated team worked hand-in-hand with these communities as well as the IDOT, developing installation policies and procedures, identifying potential locations, developing workflows for permit acquisition and program launch. These programs were customized to strictly adhere to State Law, as well as tailored to meet the individual requests of each community, and is **exactly the type of personalized service the City of Aurora can expect.**

RedSpeed's adaptability and commitment to customer service have enabled us to successfully meet and exceed the expectations of not just one large client, but of 63 clients for over 8 years. We have overcome the logistical challenges of servicing clients that are not all conveniently situated in a small radius, but are located as far as 60 miles from our headquarters. We have tailored our services to meet the needs of not only densely populated communities, but also of small ones which may have been disregarded by other vendors. Our Lombard location, just 25 minutes from Aurora, enables us to provide immediate customer service and technical support.

The cornerstone of RedSpeed's philosophy is an unwavering dedication to delivering the very best in technology, on-time delivery and customer service to each and every client. By partnering with RedSpeed®, the City can be assured that:

- The success of the Aurora's program will never be compromised,
- The hands-on program management will never diminish over the duration of the contract,
- Should the City's desire to expand the program (even slightly) RedSpeed will be there to support them.



REDSPEED® KEY PERSONNEL – Lombard, IL Based

RedSpeed understands that the continued success of Aurora's existing Red Light Enforcement program will require an experienced team of individuals. We have assembled an implementation and management team comprising seasoned industry professionals representing each key service delivery culture –Engineering, Project Management and Operations.

The following team members have been assembled to spearhead this program based on their individual experience, dedication and proven ability to perform at the highest levels on similar projects:

Robert Liberman – Program Director

Years with RedSpeed : 9 years

Founding member of RedSpeed Illinois

Education: Bachelor of Science Information Systems

Project Responsibilities:

Robert Liberman has been with RedSpeed since its inception in 2006 and brings over 17 years of expertise to the RedSpeed team. As a Financial Information Systems Analyst with JP Morgan, he was responsible for the design and development of Financial Applications Software. He has served as a Senior Project Manager with Morgan Stanley, Sun Microsystems and Prudential Financial. Upon joining the RedSpeed organization, he drew upon this extensive managerial background to grow the company from concept to a leader in Automated Photo Enforcement within Illinois. Under his direction, the company grew to service over 63 municipal clients by offering industry leading customer service and technology. Mr. Liberman was instrumental in establishing all of RedSpeed's business practices, including client management, back office operational procedures, finance, IT and governmental relations. Mr. Liberman personally selected and trained all of RedSpeed's key senior staff members, all of whom are still employed with RedSpeed.

Robert Quinton – Field Engineering Manager

Years with RedSpeed: 8 years with RedSpeed Illinois

2 years with RedSpeed International.

Education: Bachelor of Science, Electrical Engineering

Project Responsibilities:

Rob Quinton brings over 25 years experience to the project with extensive education and training in electrical engineering. In his current role, Mr. Quinton oversees the operation and maintenance of 150+ red light and speed enforcement cameras while managing a team of field engineers in multiple states. He possesses extensive knowledge in Analogue and Digital Systems Design, Software Development, and Communication Systems.

Mr. Quinton will be responsible for directing the extensive training provided to all RedSpeed engineers relating to equipment installation and maintenance, as well as establishing work flows and maintenance assignment schedules. He will direct all work performed by not only the field engineers, but also maintenance performed by the subcontractors. Mr. Quinton will be responsible for ensuring that any service issues are handled swiftly and correctly.

John Bethke – Information Technologies Manager

Years with RedSpeed: 8 years

Education: Bachelor of Arts

Project Responsibilities:

John Bethke has over 17 years in Network Security and Project Management, as well as being a Technical Trainer (End User and Network Professional). He is experienced in Application Development and made significant contributions to the development and enhancement of RedCheck™.

Mr. Bethke's technical experience includes: User Management, Microsoft Desktop, Cisco, Novell Server and VPN-Remote technologies. He will work closely with the Client Relations, Field Engineering and Violation Reviewing departments on the installation, configuration and troubleshooting of networks, hardware and software related to the City's program to maximize system performance and reliability. He will oversee the maintenance and testing of on-line violations review software RedLightViolations.com as well as create any Customized Reports required by Aurora. Mr. Bethke will play a key role in the training of authorized City personnel on the RedCheck™ violation review and SmartOps™ modules.

Lisa Green – Violations Review Manager

Years with RedSpeed: 8 years

Founding member of RedSpeed Illinois

Education: Associate in Business Management

Project Responsibilities:

Lisa Green will manage all of the operational functions of the Lombard based Violation Reviewers responsible for the initial violation review. Ms. Green has played a pivotal role in the development of RedSpeed's violation review program. Since joining the RedSpeed team, her department has quadrupled in size, and she has taken the lead in developing every facet of the department's work guidelines. Her accomplishments have included designing and implementing the reviewer training agenda, operating manual and training modules. She has established daily operator productivity goals and reports, as well as a quality assurance monitoring and evaluation program. Ms. Green will bring this valuable and proven hands-on experience to the City's program, creating the same quality and results driven department she established to successfully support RedSpeed's 63 suburban clients.

Debra Beerup – Director of Client Relations & Marketing

Years with RedSpeed: 8 years

Founding member of RedSpeed Illinois

Education: Bachelor of Arts Organizational Communications and Marketing

Project Responsibilities:

Debra Beerup brings over 27 years of project management, marketing and sales experience to support the City's program, and will function as the primary liaison between Aurora and RedSpeed personnel. As a founding member of the RedSpeed team, Ms. Beerup joined the company as the Director of Marketing, with her role being expanded to encompass client relations and project management based upon her proven track record of delivering on time projects and consistently exceeding client expectations. She will bring this commitment and enthusiasm to the City's program.

Jose Chavez – Field Project Manager

Years with RedSpeed: 8 years

Founding member of RedSpeed Illinois

Education: Bachelor of Science, Technical Management

Project Responsibilities:

Jose Chavez brings over 15 years experience in technical support and test engineering management. In his current position with RedSpeed, Mr. Chavez has been responsible for overseeing the planning and execution of all existing suburban installations, from initial site and traffic study evaluations thru obtaining IDOT approval. His role on the Aurora project will be as liaison between all sub-contractors, sub-consultants, field engineers and City personnel. Working in conjunction with Robert Quinton, Mr. Chavez will be responsible for field engineer training, assignment and performance evaluation.

Linda Keating – Chief Operating Officer

Years with RedSpeed: 9 years

Founding member of RedSpeed Illinois

Education: Bachelor of Arts Business Management

Project Responsibilities:

Linda Keating has over 33 years of progressive Operations Management experience with emphasis on Payment Processing, System Enhancements, Call Center Operations, Customer Service Staff Training and Development, and Human Resources. Her personal and professional goals are aimed at maximizing performance and productivity, enhancing client approval, and heightening employee satisfaction. Ms. Keating currently oversees the existing 63 photo enforcement programs within Illinois and manages all of RedSpeed's Human Resources functions. She will lend her demonstrated skills and expertise regarding the systems and services relative to issuance of violations (daily review, system entry, violation processing).

Mark Haylock – Director of Engineering

Years with RedSpeed: 8 years with RedSpeed Illinois, 4 years with RedSpeed International.

Education: Bachelor of Science, Mechanical Engineering

UK Approved and Certified Digital Enforcement Engineer

Project Responsibilities:

Mark Haylock oversees all of the activities of the Engineering and IT departments. He has coordinated all installation and maintenance activities for RedSpeed's suburban Illinois clients, as well as consulted on the launch and implementation of RedSpeed's speed programs in Maryland and Iowa. During his time with RedSpeed International, Mr. Haylock was instrumental in the installation and maintenance of the London red light camera program. In addition, the 25 member team he directed was responsible for the production, testing, installation and maintenance of digital speed enforcement equipment within the United Kingdom and 6 additional countries.

RedSpeed®USA

NOTE: Names and positions in black ink represent full-time staff. Names and positions in purple ink represent part-time staff. Names and positions in blue ink represent consultant/contractual staff.

5/12/15

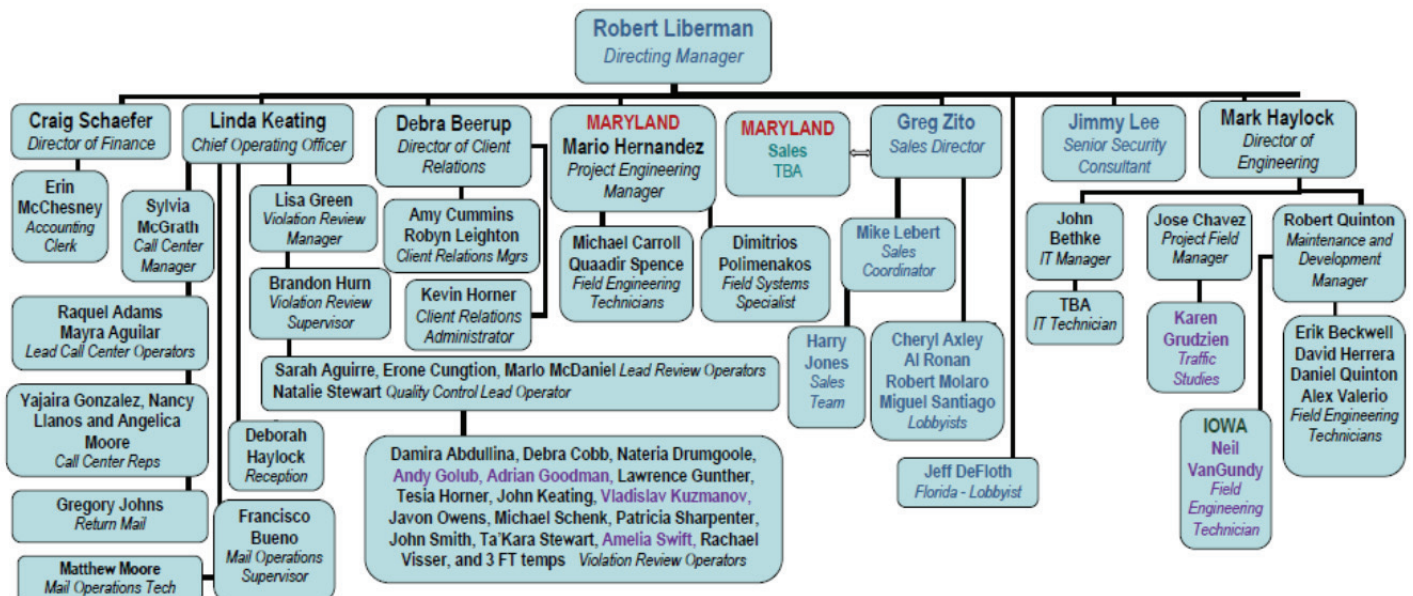
Illinois: FT 43 – PT 5 (47 Employees Total) PLUS Directing Manager (Contractual) 1 – Security/Investigations (Contractual) 1 – FT Temps/Contractual 3 – Lobbyists 5 – Sales (Contractual) 3

Maryland: FT 4 PLUS Sales (Contractual) TBA

Iowa: PT 1

Florida: Sales (Contractual) 1

TOTAL: FT 47 + PT 6 = 53 EMPLOYEES



Scope of Services

Existing Vendor Transition Plan

RedSpeed has experience transitioning communities who have chosen to end the relationship with their existing enforcement provider and partner with RedSpeed. Relevant to the City of Aurora, RedSpeed has established a cooperative and professional relationship with Redflex to reduce the need for enforcement efforts to be suspended for any length of time.

RedSpeed encourages active communication with our customers from the initial project launch meeting through all follow-up meetings. Upon being selected a Project Manager would be immediately assigned to the City and this individual will remain the primary contact before, during and the equipment installation. The City will not be handed off thru countless personnel.

The transition process is very straightforward, and the Project Manager guide the City the entire way.

SEQUENCE OF EVENTS

1. The City sends a formal letter of termination of the Red Light Camera contract to the current vendor via Certified Mail – Return Receipt Requested.
2. If any intersections are under IDOT control, once the termination notice is received by the current vendor, RedSpeed will commence submitting all required paperwork to IDOT including:
 - Site Installation plans,
 - Copy of the new executed Red Light Enforcement contract between the City and RedSpeed,
 - Copy of the termination letter submitted to the previous vendor, copy of the Certified Receipt confirming delivery and confirmation the old contract has been terminated.

Please refer to Appendix 2 for a sample of the plans and termination letter.
3. The Old Vendor must submit the following to IDOT:
 - Equipment removal plans,
 - Copy of the termination letter issued by the City,
 - Copy of the terminated contract
 - Copies of completed RLRC Annual and 3 year Evaluations required by State Law to be posted on the municipal website.
4. Upon receipt and review of all required paperwork, IDOT issues a Removal Permit to the Old Vendor, as well as permit and bond forms to the New Vendor.
5. RedSpeed will coordinate with Redflex to remove the existing metalwork and deliver it to a predetermined location indicated by Redflex. Redflex technicians would of course be responsible for the removal of any proprietary electronic components.
6. RedSpeed installs the new, stat-of-the-art photo enforcement equipment and conducts the Operational Systems Acceptance test for approval by the City

Red Light Photo Enforcement Program Implementation Timeline

Contract Executed

Engineering Intersection Evaluation 1 day

Municipality Prep Phase (Concurrent Activity)

30 days

Business Rules Meeting 1 day
 Business Rules Sign-off 10 days
 SOS Agreement 30 days
 Lockbox Agreement 5 day
 Hearing Calendar 5 day
 Notice Approved by Municipality 5 day
 ComEd Application 1 day

IDOT Permit Phase

13 weeks

| | | |
|---|------------------|-----------------------|
| Power Connectivity | 25 days | 2 week |
| Submit load letter | 0.5 days | (concurrent activity) |
| Receive account numbers | 5 days | (concurrent activity) |
| Site verification of service location | 5 days | (concurrent activity) |
| Electricity power verification paperwork for IDOT | 5 day | (concurrent activity) |
| Connection of power | 10 day | (concurrent activity) |
| Construction Plans | 10 Days | 2 weeks |
| Site meeting with Professional Engineer | 1 day | |
| Commission Plans | 9 days | |
| RLRC Vendor Transition (IDOT Phase) | 40 days | 8 weeks |
| Submit to IDOT: (information gathered concurrent of other activities) | | |
| Construction Plans | | |
| Ordinance | | |
| IDOT Resolution | | |
| Public Information Campaign Information | | |
| Power verification paperwork for IDOT | | |
| IDOT Specifications | | |
| Formal Termination letter sent to existing Vendor | | |
| Copy of terminated Contract | | |
| Letter of Intent to partner with New Vendor | | |
| Copy of New Vendor Contract | | |
| Copies of 1 / 3 year annual evaluations prepared by existing vendor | | |
| New Vendor Transition Plan Submitted | | |
| IDOT Plans Approval, Requests Permit and Bond Forms | 40 days possible | 8 weeks |
| Permit and Bond Form Submittal | 15 days | 3 weeks |
| Plans out for bid | 5 days | |
| Final Submittal Letter | | |
| Submit Bonds from Contractor/Permit Forms from Municipality | | |
| Permit Issued | 10 days | |

| Field Technology Phase | 25 days | 5 weeks |
|-------------------------------|----------------|----------------|
| Contractor civil work | 7.5 days | |
| Locate existing services | 3 days | |
| Trenching | 2 days | |
| Forming | 1 day | |
| Concrete pour & cure | 1 day | |
| Place Metalwork | 0.5 days | |
| Pull cable | 1 day | |
| Place service disconnect | 1 day | |
| Sensor installation | 1 day | |
| IDOT Turn-On | 5 days | |
| Camera configuration | 2.5 days | |

| RedSpeed® Back Office Customization | (Concurrent with above activities) | 2 weeks |
|--|---|----------------|
| Create User Account | 1 day | |
| Order Red Check Equipment | 1 day | |
| Install Red Check Equipment | 1 day | |
| Open New Lockbox Account | 1 day | |
| Order Toll-free Number | 1 day | |
| Update Phone System | 1 day | |
| Create New Notice Templates | 1 day | |
| Create Municipality Camera | 1 day | |
| Camera Launch (Includes Operational System Acceptance testing) | 5 days | |

Site Selection Services / New Intersection Analysis

Should the City desire to expand the enforcement efforts to additional intersections, RedSpeed will work closely with various agencies within the City including: the Police Department and Department of Public Works to ensure optimum site selection. The goal is to ensure sites are selected where the cameras will have the most immediate impact on improving intersection safety based on collision history and detailed video analysis.

Prior to conducting traffic studies, a RedSpeed Engineer will visit the site to review:

- Confirm adequate space to meet both the Americans with Disabilities Act sidewalk requirements and allow a safe distance from the road is available,
- Ensure the intersection is far enough away from railroad crossings,
- Look for any installation obstacles (i.e. driveways, fire hydrants, guard rails, etc.)
- Look for obstacles to our cameras (i.e. trees, bushes, bus shelters etc.)
- Identify viable power sources,
- Identify approaches best suited for photo enforcement,
- Observe state of existing road and traffic lights (i.e. LED, Stop Bar)
- Identify existing road issues (i.e. Road loops in wrong place).

Upon completion the following overview sign off sheet is then prepared.

**CALUMET PARK
127TH & ASHLAND AV
CAMERA PLACEMENT**



| | | | |
|--|-------------------|---|-------------------------|
| <p align="center">Northbound</p> <input type="checkbox"/> Approved <input type="checkbox"/> Not Recommended <input type="checkbox"/> N/A <ul style="list-style-type: none"> • Average Traffic Volume: 15,600 • Traffic Study: 0L, 0S, 47R (10 Hr. Period) <ul style="list-style-type: none"> • Limited space for camera | | <p align="center">Eastbound</p> <input type="checkbox"/> Approved <input type="checkbox"/> Not Recommended <input type="checkbox"/> N/A <ul style="list-style-type: none"> • Average Traffic Volume: 25,400 • Traffic Study: 0L, 0S, 65R (10 Hr. Period) | |
| <p align="center">Southbound</p> <input type="checkbox"/> Approved <input type="checkbox"/> Not Recommended <input type="checkbox"/> N/A <ul style="list-style-type: none"> • Average Traffic Volume: 18,000 • Traffic Study: Not Studied <ul style="list-style-type: none"> • Requires Easement | | <p align="center">Westbound</p> <input type="checkbox"/> Approved <input type="checkbox"/> Not Recommended <input type="checkbox"/> N/A <ul style="list-style-type: none"> • Average Traffic Volume: 18,000 • Traffic Study: Not Studied <ul style="list-style-type: none"> • Limited space for camera | |
| RedSpeed Approval: | | | |
| | Managing Director | Director of Client Relations | Director of Engineering |
| Municipal Approval: | | | |
| | Chief of Police | | |

Once the physical site visit has been completed, a video analysis of each intersection approach is conducted. Trained traffic study personnel will video each individual approach for 8-12 hours during peak travel times to determine violation volume. The violations are broken down according to: Time of Day, Lane in which the violation occurred, and the Type of Violation (right turn without proper stop, running through the red light etc.)

Please refer to Appendix 3 for a Sample New Intersection Analysis Report recently prepared for the City of Waukegan.

CAMERA EQUIPMENT

RedSpeed Dual Red Light & Speed Intelligent Camera System – RICS

RedSpeed has a long and established history of providing industry leading hardware and software solutions to its clients worldwide. The proposed system is fully networked and continuously time synched to a central server to ensure consistency between all systems. Utilizing a LINUX operating system, RICS provides up to 6 lanes of coverage in addition to supporting site analytics such as speed, traffic counts and volume). The hardware is adaptable and streamlined by design, facilitating a simple and efficient integration into any existing infrastructure with a minimal footprint.

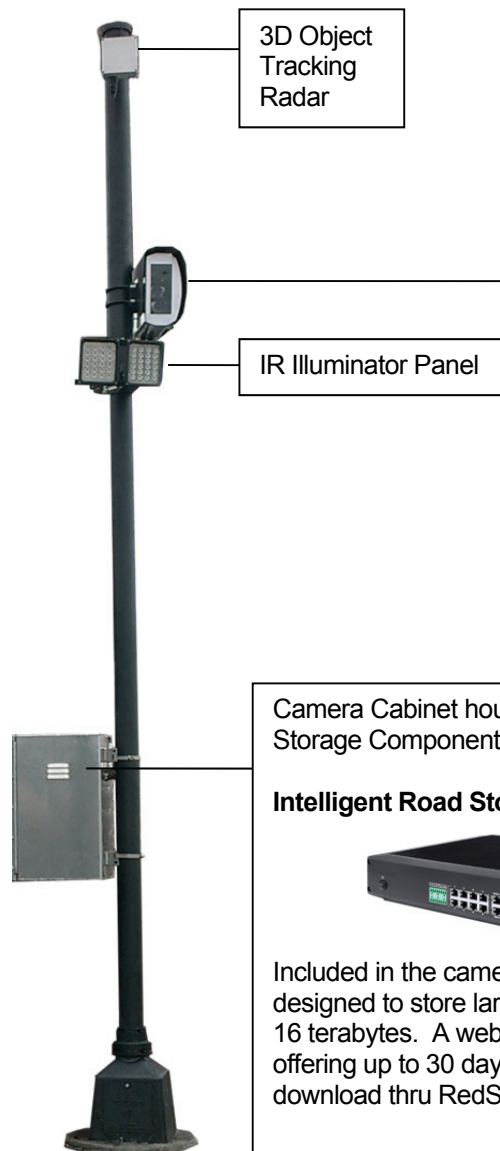
If installation space is limited at a proposed intersection – as is the case within the City - RedSpeed’s slim, single pole design is the perfect solution.

A complete system capable of monitoring **up to (6) lanes** can be installed in one of two ways:

1. Mounted onto an existing infrastructure component such as a street light pole,
2. Utilizing the 18’ tapered aluminum break-away pole shown below installed 75-100’ from the stop bar.

RICS System Components

- The streamlined, stand alone pole can be painted according to the City’s request and is designed to blend with the intersection configuration.
- Aluminum Camera enclosures are weather resistant (-30° to 110°F), water resistant, dust and bullet proof and secured with heavy duty locks and hinges.
- Camera Enclosures are fitted with temperature monitors to control fans and heaters based upon the unit’s internal temperature.
- All components are fashioned so that maintenance and other operations can be accomplished quickly and easily without impacting public safety.



3D Object Tracking Radar

IR Illuminator Panel


Camera Housing with Multiple HD Video Cameras



- 1/3.2" Progressive Scan RGB CMOS Sensor
- 5 Mp and 3Mp Resolution Modes
- P-Iris Control
- Varifocal 2.8-8mm F1.2 Lens
- 80 to 32° Angle of View
- Multiple H.264 Streams
- Digital Pan-Tilt-Zoom / Multi-View Streaming
- Edge Storage / Pixel Counter

Camera Cabinet housing Communication, Computing and Storage Components.

Intelligent Road Storage Module



Included in the camera cabinet housing, this storage module is designed to store large amounts of video violation data up to 16 terabytes. A web-based browser facilitates remote access offering up to 30 days of data being accessible for remote download thru RedSpeed’s proprietary SiteOps™ website

Multiple Video Cameras

Each RICS system is comprised of multiple HD network based video cameras that record both overview and lane-specific video evidence.

The system is designed to capture straight thru, left and right turn on red violations, and can also be configured to capture specific lanes of enforcement. Individual red signals can be monitored separately, as well as green arrows for protected permitted turns, to prevent capture of erroneous violations on a valid turn signal.

RedSpeed's all-video based camera system solution is unique among photo enforcement providers and offers significant benefits:

- Reduced Camera Downtime:** Unlike many competitors' mechanical shutter-based cameras, RedSpeed's network based system does not suffer from mechanical maintenance issues; i.e. it does not break down after a certain (and limited) number of photographs have been taken. This feature significantly reduces camera downtime and mandatory maintenance.
- Intersection Viewing:** Having an all-video based system enables Police to simultaneously record video evidence from multiple angles, showing both an overall intersection "scene" as well as each individual lane with resolution high enough to read each passing car license plate. This method is significantly more helpful during accident investigations or scene reconstructions as it can provide an unparalleled level of detail. Most competitors rely on a combination of video camera for intersection overview evidence and still, mechanical shutter-based cameras for before/after and zoom-in images.
- License Plate "Rewind" Ability:** RedSpeed has the ability to extract a license plate picture when the images automatically generated by the camera are either unclear or illegible – a feature completely unique to the RICS system. Based on our operational experience in Illinois, we have identified a number of scenarios where the license plate image is either not visible or is obscured by another object, which typically results in the violation being rejected during processing. Common examples include: "washed out" plates due to sun glare, license plates blocked by other vehicles and tractor-trailer or any long wheelbase vehicles not "fitting" into a standard still shot.

Because our system captures and records video from multiple lane-specific cameras, RedSpeed's back-office operators can, for the first time, identify and **REPAIR** these image deficiencies by accessing the archived video directly from the camera and rewinding (or fast forwarding) until a clear license plate image emerges.

With the license plate rewind capability, RedSpeed's violation review team will be able to maximize the number of enforceable violations submitted to the Aurora Police for final review and approval.



Multiple, Simultaneous Violations Capture



The RedSpeed Intelligent Camera System (RICS) is capable of capturing a set of high resolution digital still images of offending vehicles and the license plates, whether the violation is a straight thru red light violation or violating left or right turn restrictions. These images are captured 24 hours a day regardless of lighting or weather conditions. This applies to the capture of multiple, simultaneous violations as well.

Please refer to Appendix 4 for Sample Violation Images

The system differentiates between vehicles and other “non-enforceable” objects such as pedestrians, bicyclists and does not capture these images as potential violations.

In addition to the still images, the system produces a 12 second video of the violation at a resolution of 704 x 480, 30 frames per second. The length of the video as well as the amount of time pre and post violation can be customized to Aurora’s specifications.

Please refer to the DVD included with this submission for Sample Video Clips.

It should also be noted that the variety of products intended to obscure or distort the camera’s ability to detect and read vehicle license plates are ineffective against the RedSpeed system. Since no strobe / flash is utilized during daylight hours, reflective materials are ineffective. During Night conditions when flash is utilized, the intensity of the flash is variable and once again renders the materials useless. During the violation review process, reviewers using the patented RedCheck™ software are able to adjust the negative, brightness and contrast of the plate image to further facilitate the correct identification of the numbers / letters.

Data Bar

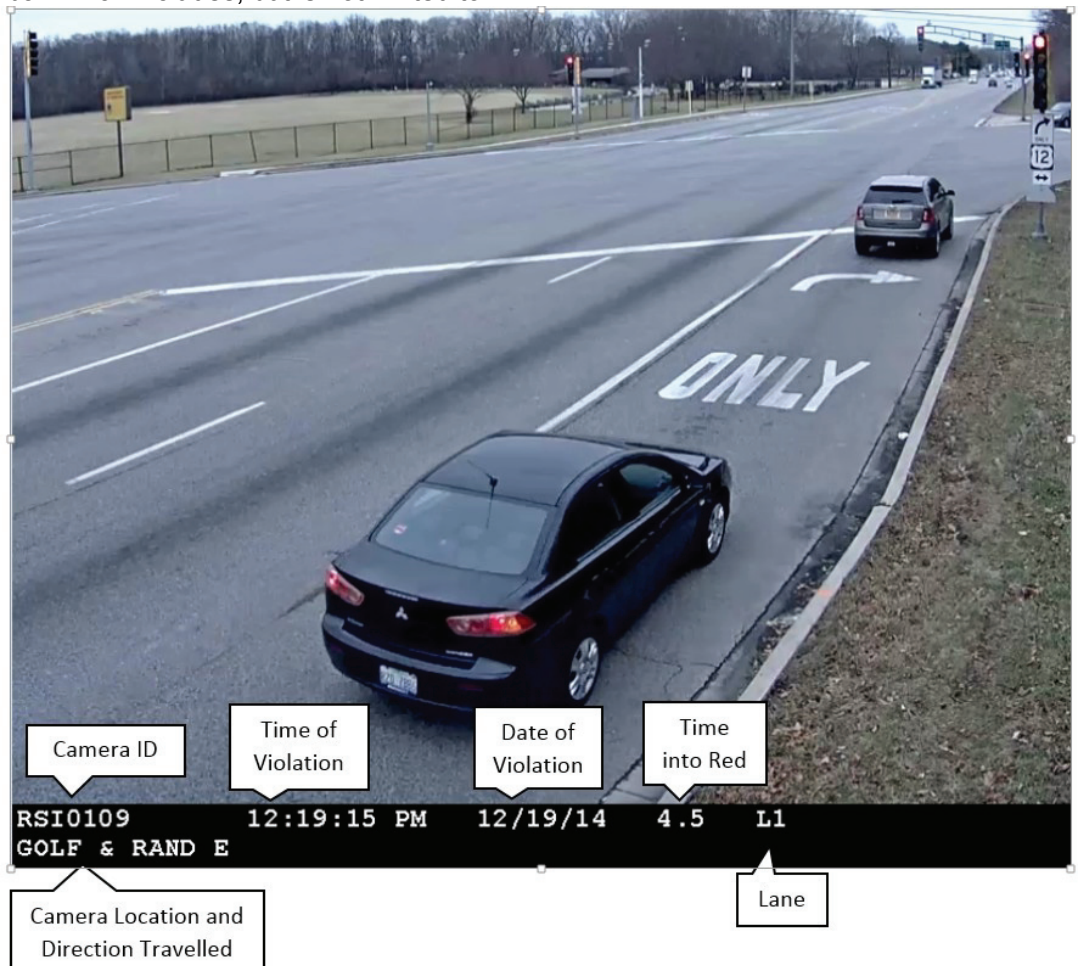
A secure data bar is embedded to each of the digital images collected at the instant the violation is captured. The data bar is simultaneously encrypted with the violation images to ensure there is no possible opportunity for evidence tampering.

Emphasis should be placed on the data bar being **embedded and not attached** into the image as attaching the image could (in a court of law) potentially be misrepresented as a manipulation of the image.

Each violation is also assigned a 16 digit permanent and encrypted RedCheck™ Identification Number which remains with the violation through the violation's entire lifecycle. This tracking number enables both RedSpeed and City of Aurora authorized users to monitor and audit every violation captured by the system, and functions as a digital signature confirming the authenticity of the data.

The Data Line in all RedSpeed captured images will be **customized** to include all of the specific requirements of the City and is in strict compliance with Illinois State law. The Data Line is clear and legible both on the printed violation as well as on the on-line or computer screen image. The image below is representative of RedSpeed's existing data bar which includes, but is not limited to:

- Camera ID
- Time of the infraction
- Date of the infraction
- Time into red
- Camera Location
- Direction Travelled
- Lane ID



Intersection Lighting

Infrared, No White Flash

The RICS system is equipped with dual-panel infrared LED illuminator which automatically illuminate an intersection up to 150' in low light conditions and allow the camera to record high-resolution video and images.

- The need for bright and disruptive white flash, which frequently results in driver complaints, is eliminated. The light source is continuous and undetectable to the naked eye,
- Night evidence packages consist of color video, color before/after images and a black & white license plate zoom-in shot.



Image Before Stop Bar



Image After Stop Bar



License Plate Zoom-In

