

## VIOLATION PROCESSING SERVICE AGREEMENT

This Violation Processing Service Agreement (the "Service Agreement") is made as of this June 19, 2008 by and between RedSpeed Illinois, LLC, a limited liability company licensed to do business in the State of Illinois, located at 400 Eisenhower Lane North, Lombard, Illinois 60148 ("RedSpeed"), and the Village of Lombard, an Illinois municipal corporation, with offices at 255 East Wilson Avenue, Lombard, Illinois 60148-3969 (the "Village"). (RedSpeed and the Village are from time to time referred to as a "Party" and collectively referred to as the "Parties.")

### RECITALS

**WHEREAS**, RedSpeed and the Village have entered into that certain "Agreement Between RedSpeed Illinois, LLC, and the Village of Lombard for an Automated Traffic Law Enforcement System" dated June 19, 2008 (the "Program Agreement"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Village has requested this Service Agreement to ensure that Violations, as defined herein, are processed efficiently and with minimal administrative burden on the Village's resources and personnel; and

**WHEREAS**, on June 19, the Corporate Authorities of the Village adopted Ordinance No. 10-09, ("Ord. \_\_\_\_\_"), which authorized the Village's entry into this Service Agreement; and

**WHEREAS**, this Service Agreement is entered into separately from and independently of the Program Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **RECITALS.** The Recitals contained in this Service Agreement and in the Program Agreement attached hereto as **Exhibit A** are incorporated herein by reference as if set forth in full.
2. **DEFINITIONS.** The definitions set forth in Section 1 of the Program Agreement attached hereto as **Exhibit A** are incorporated herein by reference as if set forth in full. As used in this Service Agreement, "Transaction" means, cumulatively, all correspondence sent by RedSpeed to the registered owner (or lessee, where applicable) of a vehicle resulting from a single Violation.
3. **VIOLATION PROCESSING.** During the Operational Period, Violations shall be processed as follows:
  - 3.1.1. All Violations Data shall be stored on the RedSpeed Automated Traffic Law Enforcement System.

- f. Date, time and location of Violation;
  - g. Vehicle make (if readily discernable);
  - h. 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;
  - i. The fine imposed, the date of required payment and penalty assessed for late payment;
  - j. A warning that a failure to pay the penalty imposed, or to timely contest it, is an admission of liability and may result in suspension of the owner's driving privileges;
  - k. A statement that the owner may proceed by paying the fine or challenging the fine, by mail (if a non-resident) or by administrative hearing; and
  - l. A statement that payment of the fine and any applicable late payment penalty shall dispose of the Violation with finality.
- 3.1.7. RedSpeed will obtain approval from the Village on the form of Citation to be used.
- 3.1.8. RedSpeed shall provide a toll-free telephone number for the purposes of answering citizen inquiries for at least forty (40) business hours per week. English and Spanish speaking operators will be available.
- 3.1.9. RedSpeed will provide a full turn key lock box banking service. RedSpeed will contract with an FDIC member bank for the provision of lockbox services incorporating the collection and banking of fine payments by means of check, money order or credit card transaction. RedSpeed will provide a full monthly accounting of fine receipts and associated transactions to the Village and remit fine proceeds, as determined in Exhibit B of the Program Agreement, to the Village by check or Automated Clearing House transaction no later than the 15<sup>th</sup> day following each month end.
- 3.1.10. RedSpeed will provide a secure website (\_\_\_\_\_.com) offering violators the ability to view still and video images of their violation and an online credit card payment facility.
- 3.1.11. RedSpeed will mail such Transaction notices as may be required by the Illinois Vehicle Code or Ord. \_\_\_\_\_.
- 3.1.12. RedSpeed will provide the Village with hearing evidence packages, i.e., three (3) photos and a twelve (12) second video clip of a Violation, upon its request, and will respond within fourteen (14) days to such a request.

- 3.1.2. The RedSpeed Automated Traffic Law Enforcement System shall process Violation Data gathered from the Designated Intersections into a format capable of review by the Authorized Officer within seven (7) days of the gathering of the Violation Data in one of the following ways. The method of review shall be in the discretion of the Village:
- 3.1.2.A The RedSpeed Automated Traffic Law Enforcement System shall be accessible by the Authorized Officer through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser; or
- 3.1.2.B RedSpeed shall provide the Authorized Officer with access to the RedSpeed Automated Traffic Law Enforcement System for the purposes of reviewing the pre-processed Violations Data.
- 3.1.3. RedSpeed will apply violator name and address details to Citations according to the information supplied by the Secretary of State.
- 3.1.4. The Village shall cause the Authorized Officer to review the Violation 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 in the form of an Electronic Signature to RedSpeed using the software or other applications or procedures provided by RedSpeed on the RedSpeed Automated Traffic Law Enforcement System for such purpose, and 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.
- 3.1.5. With respect to each Authorized Violation, RedSpeed shall print and mail a Citation within four (4) days after RedSpeed's receipt of the Citation Decision.
- 3.1.6. The following information will be included on all Citations:
- a. Registered owner's name and address;
  - b. Copies of the recorded images depicting the Violation;
  - c. A statement that the recorded images are evidence of a red light violation;
  - d. License plate of vehicle;
  - e. Violation description;

- 3.1.13. RedSpeed will, at the request of the Village and at RedSpeed's sole expense, establish a file transfer process with the appropriate hearing facility or other Village departments as the Village requires.
  - 3.1.14. RedSpeed shall permit the Authorized Officer to generate monthly reports using the standard reports from RedSpeed's Automated Traffic Law Enforcement System.
  - 3.1.15. Upon RedSpeed's receipt of a written request from the Village and in addition to the standard reports, RedSpeed shall provide, without cost to the Village, reports regarding the processing and issuance of Citations in such format and for such periods as the Village may reasonably request; provided, however, that RedSpeed shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to the Village.
  - 3.1.16. During the six (6) month period following the Installation Date and/or upon RedSpeed's receipt of a written request from the Village at least fourteen (14) calendar days in advance of an administrative hearing (or court proceeding, if applicable), RedSpeed shall provide expert witnesses for use by the Village in prosecuting Violations; provided, however, that the Village shall either: (i) use reasonable best efforts (using pleadings provided by RedSpeed), to seek judicial notice, or in lieu of requiring RedSpeed to provide such expert witnesses; or (ii) provide evidence to RedSpeed that a trial court in DuPage County has already ruled in favor of a Defendant on the issue of judicial notice.
  - 3.1.17. RedSpeed shall provide training, as required in Exhibit B of the Program Agreement.
4. PROSECUTION AND COLLECTION; COMPENSATION. The Village shall reasonably prosecute Citations and the collection of all fines and penalties in respect thereof, and RedSpeed shall have the right to receive, and the Village shall be obligated to pay, the compensation set forth in Exhibit B of the Program Agreement.
  5. INCORPORATION OF OTHER TERMS. The Program Agreement attached hereto as **Exhibit A** is incorporated herein by reference as if set forth in full.
  6. PROCEDURES UPON TERMINATION. Upon termination of this Service Agreement, RedSpeed shall, in addition to complying with its duties and obligations in Section 5 of the Program Agreement, (i) deliver to the Village within fourteen (14) days of such termination a final report regarding the issuance of Citations, (ii) promptly deliver to the Village a final statement reporting all fees and charges properly owed by the Village to RedSpeed under this Agreement, including Citations issued prior to the termination, and (iii) provide such assistance as the Village may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of the Service Agreement. RedSpeed shall retain its compensation, as provided in Exhibit B of the Program Agreement, from the fines it collects and the balance shall be promptly paid to the Village. Upon the Village's collection of unpaid Citations issued by RedSpeed prior to the termination, the Village shall promptly pay

RedSpeed any compensation owed under the Program Agreement, if any; provided, however, that, effective six (6) months after the termination of this Agreement, RedSpeed shall no longer be entitled to any compensation under this Agreement and all fines collected thereafter shall be retained by the Village.

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

“Village”

VILLAGE OF LOMBARD, ILLINOIS

By: Richard J. Mueller  
William J. Mueller  
Village President

“RedSpeed”

REDSPEED ILLINOIS, LLC

By: \_\_\_\_\_  
Name: Robert Liberman  
Title: Manager

ATTEST:

By: Brigitte O'Brien  
Brigitte O'Brien  
Village Clerk

**EXHIBIT A**  
PROGRAM AGREEMENT