

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN REDSPEED ILLINOIS, LLC AND THE CITY OF ROLLING MEADOWS**

WHEREAS, the City entered into an Agreement with RedSpeed Illinois, LLC (“RedSpeed”) on October 16, 2007 for the installation or automated traffic control devices; and

WHEREAS, the current Agreement with RedSpeed will expire on January 28, 2020; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an Agreement with RedSpeed Illinois, LLC for another five year term.

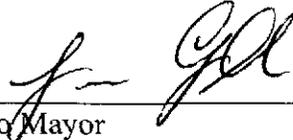
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rolling Meadows, Illinois that the Mayor is hereby authorized to execute and deliver, on behalf of the City, an Agreement with RedSpeed Illinois, LLC, a copy of which is attached hereto as Exhibit “A.”

YEAS: Bisesi, D’Astice, Sanoica, Cannon, Budmats, O’Brien, Vinezeano

NAYS: 0

ABSENT: 0

Passed and approved this 17<sup>th</sup> day of December 2019.

  
\_\_\_\_\_  
Joe, Gallo Mayor

ATTEST:

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

**SERVICES AGREEMENT**

This AGREEMENT (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, (herein the "Effective Date"), between RedSpeed Illinois, LLC, an Illinois Limited Liability Company ("REDSPEED"), and the City of Rolling Meadows, a political subdivision authorized and created by the State of Illinois ("GOVERNING BODY") (together, the "Parties")

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the Red-Light Photo Enforcement System (defined below and hereinafter referred to as the "RLPE System"); and

WHEREAS, GOVERNING BODY desires to use the RLPE System to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, GOVERNING BODY has adopted or plans to adopt an ordinance, which authorizes GOVERNING BODY to use the RLPE System and provides for its installation, implementation and operation.

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

**TERMS AND CONDITIONS**

1. DEFINITIONS:

As used in this Agreement, the following words and terms will, unless the context otherwise requires, have the respective meanings provided below:

**"Motor Vehicle"** has the same meaning as set forth in Section 1-146 of the Illinois Vehicle Code (625 ILCS 5/1-100 *et seq.*).

**"Motor Vehicle Owner"** means the person or entity identified by the Illinois Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle or the lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

**"Notice of Violation"** means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by the RLPE System.

**"Recorded Images"** means photographic, electronic, digital or video images of a Motor Vehicle recorded by the RLPE System and establishing a time sequence of the Motor Vehicle entering a controlled intersection.

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**“Red-Light Photo Enforcement System” or “RLPE System”** means an electronic system that captures recorded images of a Motor Vehicle entering an intersection against a steady red light and consisting of, but not limited to, in-ground vehicle sensors, an IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

**“RedCheck”** means the web-based violation processing system used by Traffic Infraction Enforcement Officers.

**“Traffic Infraction Enforcement Officer”** means any individual lawfully authorized by GOVERNING BODY to approve and issue Notices of Violation.

2. REDSPEED OBLIGATIONS:

REDSPEED agrees to fulfill the obligations set forth in Sections 1 and 3 of Exhibit A.

3. GOVERNING BODY OBLIGATIONS:

GOVERNING BODY agrees to fulfill the obligations set forth in Sections 2 and 3 of Exhibit A.

4. SERVICE FEES:

GOVERNING BODY agrees to pay REDSPEED in accordance with the fee schedule set forth in Exhibit B.

5. TERM AND TERMINATION:

This Agreement will be effective on the Effective Date. The term of this Agreement will be for sixty (60) months beginning on the Effective Date unless the Agreement is terminated as set forth below.

This Agreement may be terminated:

- a. By GOVERNING BODY without cause upon sixty (60) day’s prior written notice;
- b. By mutual written consent of the Parties; or
- c. For cause, by either Party where the other Party fails in any material way to perform its obligations under this Agreement and the defaulting Party fails to cure the default within thirty (30) days after receiving written notice. The terminating Party must provide written notice to the other Party of its intent to terminate and state with reasonable specificity the grounds for termination.

Upon termination of this Agreement, the Parties recognize that GOVERNING BODY will be required to process traffic law violations that occur prior to the termination of the Agreement and that REDSPEED will be required to assist GOVERNING BODY in this regard. Accordingly, the Parties will take the following actions, and have the following

obligations, which survive termination during the winddown period: GOVERNING BODY will cease using the RLPE System, will return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and will not generate further images to be processed. Unless otherwise directed by GOVERNING BODY, REDSPEED will process all images taken by GOVERNING BODY before termination, will provide all services associated with processing in accordance with this Agreement, will be entitled to all Fees (as defined in Exhibit B), and will provide GOVERNING BODY with all revenues owed to GOVERNING BODY as if the Agreement were still in effect.

6. ASSIGNMENT:

The rights and obligations of REDSPEED hereunder may be assigned or transferred pursuant to a sale of the business, merger, consolidation, share exchange, sale of substantially all of REDSPEED's assets, or other reorganization, or through liquidation, dissolution or otherwise, whether or not REDSPEED is the continuing entity. In all other situations, neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent must not be unreasonably withheld or delayed; provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement will 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. GOVERNING BODY hereby agrees that REDSPEED has 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 GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY will 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 GOVERNING BODY and deliver such document to its financial institution.

7. COMMUNICATION OF INFORMATION:

REDSPEED agrees that, excluding trade secrets as defined by Illinois law and other information that is confidential or exempt from disclosure pursuant to Illinois law and not reasonably necessary for the processing of Notices of Violations or the fulfillment of GOVERNING BODY's obligation under this Agreement, all information obtained by REDSPEED through operation of the RLPE System will be made available to GOVERNING BODY at any time during normal working hours.

8. CONFIDENTIAL INFORMATION:

Unless applicable law provides otherwise, no information given by REDSPEED to GOVERNING BODY will be deemed confidential unless GOVERNING BODY specifically designates such information as confidential in writing and such information is properly considered confidential or exempt from disclosure pursuant to Illinois law. REDSPEED will not use any information acquired by the RPLE System for any purpose other than fulfilling its obligations under this Agreement or assisting law enforcement authorities.

9. OWNERSHIP OF SYSTEM:

The RLPE System being installed by REDSPEED is, and will remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The RLPE System is provided to GOVERNING BODY subject to and only for the Term of this Agreement.

10. RECORDS AND AUDIT:

During each Term, REDSPEED will maintain all books of account, reports and records relating to the Agreement in accordance with generally accepted accounting practices and standards. The form of all records and reports will be subject to the approval of GOVERNING BODY's Internal Auditor. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in Rolling Meadows, Illinois all books of account, reports and records relating to this Agreement for the duration of the Agreement and to retain them for a minimum period of three (3) years beyond the last day of each Term or such other period required by law, whichever is longer.

11. INDEMNIFICATION AND INSURANCE:

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. This Section 11 will survive the termination of this Agreement,

REDSPEED will maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance on an occurrence not a claims made basis including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance will name GOVERNING BODY and GOVERNING BODY's officers, employees, and agents as additional insureds for liability arising from REDSPEED's operation.

- b. Workers' Compensation for its own employees, as required by applicable state law, with limits of not less than \$500,000 per occurrence.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

Along with any other coverage that REDSPEED may consider necessary, REDSPEED will require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance will also name GOVERNING BODY and GOVERNING BODY's officers, employees, and agents as additional insureds. Any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of REDSPEED.

REDSPEED will provide GOVERNING BODY with certificates showing that REDSPEED is carrying the above described insurance, and evidencing the additional insured status specified above, within thirty (30) calendar days after the Effective Date. Such certificates must show that GOVERNING BODY will be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED will promptly obtain substitute insurance in the event of a cancellation.

GOVERNING BODY will be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage must include liability and collision damage.

12. GOVERNING LAW AND VENUE:

This Agreement is governed by the internal laws of the State of Illinois, without regard to conflicts of law principles. Any litigation arising from this Agreement must be brought in the 18<sup>th</sup> Judicial Circuit of Illinois or the United States District Court for the Northern District of Illinois, Eastern Division, and you consent to such courts' personal jurisdiction over you and waive any objections regarding jurisdiction or venue.

13. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision thereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

14. FORCE MAJEURE:

A Party will be excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious

damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance (collectively, "Force Majeure") provided that:

- a. The non-performing Party gives the other Party prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of Force Majeure;
- b. The excuse of performance is of no greater scope and no longer duration than is required by Force Majeure;
- c. No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and
- d. The non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance will not be excused under this Section for a period in excess of one (1) month. Economic hardship of REDSPEED or GOVERNING BODY will not constitute Force Majeure.

15. **PERMITS, FEES, AND LICENSES:**

At its own expense, REDSPEED will obtain all necessary permits and pay all licenses and fees required under applicable law to fulfill its obligations under this Agreement.

16. **NON-DISCRIMINATION:**

In fulfilling its obligation under this Agreement, neither Party will engage in discrimination or harassment on the basis of race, color, religion, gender (including gender identity, change of gender, and transgender status), national origin, ancestry, age, military or veteran status, disability, pregnancy, sexual orientation, marital status, genetic information, or any other characteristic protected by applicable law.

17. **SUBCONTRACTORS:**

REDSPEED represents and warrants that it is capable of fulfilling all of its obligations under this Agreement. If REDSPEED intends to use a subcontractor to fulfill these obligations, REDSPEED will provide prior written notice of such to GOVERNING BODY. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED will ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED will be fully responsible for all REDSPEED subcontractors' performance, and liable for any of REDSPEED subcontractors' non-performance.

18. ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding of the Parties with respect to its subject matters and supersedes all prior agreements and understandings (whether oral or written) between the Parties with respect to its subject matters. This Agreement can be amended or altered only in writing signed by authorized representatives of the Parties. In the event of a conflict between the terms of an Amendment and the Agreement, the Amendment will prevail and control.

19. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY must be in writing and delivered by personal service, first class mail, overnight delivery, certified or registered mail, or e-mail to the Parties at the following addresses:

City of Rolling Meadows  
3600 Kirchoff Rd.  
Rolling Meadows, IL 60008  
Attn: Barry Krumstok  
[ADMIN@cityrm.org](mailto:ADMIN@cityrm.org)

RedSpeed Illinois, LLC  
400 Eisenhower Lane North  
Lombard, Illinois 60148  
Attn: Robert Liberman, CEO  
[Robert.Liberman@RedSpeed-Illinois.com](mailto:Robert.Liberman@RedSpeed-Illinois.com)

20. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one instrument. For convenience, the signatures may be collected and annexed to one or more documents to form complete counterparts and such signatures may be transferred electronically as if they were originals.

*[Signature Page Follows]*



**EXHIBIT A****SECTION 1 (REDSPEED OBLIGATIONS)**

1. REDSPEED will provide a turnkey solution for the RLPE System to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 below. The Parties understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the Parties will negotiate in good faith to assign to the proper Party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY will not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.
2. REDSPEED will install the RLPE System at the following controlled intersections: (a) Algonquin (IL 62) & IL 53 East Interchange SB Exit Ramp; (b) Algonquin (IL 62) & IL 53 East Interchange (W); (c) Kirchoff & Rohlwing (S) (W); (d) Kirchoff & Plum Grove (N) (W); (e) Algonquin (IL 62) & New Wilke (E); and (f) Euclid & Hicks (S). In addition to these initial locations, the Parties may agree from time to time to add to the quantities and locations where RLPE Systems are installed and maintained. REDSPEED will relocate an RLPE System at no cost from one location to another once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.
3. REDSPEED will operate the RLPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
4. REDSPEED will comply with all applicable law governing the use of photo enforcement systems and will comply with the maintenance and operation procedures recommended by the manufacturers of RLPE System equipment.
5. REDSPEED will provide a secure website ([www.RedLightViolations.com](http://www.RedLightViolations.com)) accessible to Motor Vehicle Owners who have received Notices of Violation that will allow Motor Vehicle Owners to view violation images and videos.
6. REDSPEED will establish a demand deposit account bearing the title, "PHOTO ENFORCEMENT PROGRAM." All funds collected on behalf of GOVERNING BODY, excluding the Fees, will be deposited in this account and transferred by wire on or about the 15<sup>th</sup> calendar day of the month to a bank account identified by GOVERNING BODY.
7. REDSPEED will design, fabricate, install, obtain permits for, and maintain the RLPE System at each monitored approach agreed upon between the Parties.
8. REDSPEED or its subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.

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9. REDSPEED will assign a project manager who will serve as the liaison between GOVERNING BODY and REDSPEED. Except as prohibited by applicable law, GOVERNING BODY reserves the right to request a new project manager.
10. REDSPEED will provide each Traffic Infraction Enforcement Officer with access to RedCheck, for the purposes of reviewing each potential violation within five (5) days of gathering Motor Vehicle Owner identification information pertaining to the potential violation, but in any event no longer than fifteen (15) days after the potential violation occurs.
11. REDSPEED hereby acknowledges and agrees that the decision to issue a Notice of Violation will be the sole, unilateral and exclusive decision of GOVERNING BODY's Traffic Infraction Enforcement Officers as required by applicable law.
12. REDSPEED will configure RedCheck so that it applies an electronic signature to each Notice of Violation when authorized to do so by an approving Traffic Infraction Enforcement Officer.
13. Subject to GOVERNING BODY naming REDSPEED as its agent for this purpose, REDSPEED will obtain in-state and out-of-state vehicle registration information necessary to issue Notices of Violation.
14. REDSPEED will provide an on-line adjudication processing module, which will enable GOVERNING BODY's hearing officer to review cases, related images, correspondence, and other related information required to adjudicate disputed Notices of Violation.
15. If requested by GOVERNING BODY, REDSPEED will, at its expense, provide and/or train GOVERNING BODY with an expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the RLPE System.
16. If damage to the RLPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED will replace or repair any damaged equipment and invoice GOVERNING BODY for the pre-approved repair cost. REDSPEED will bear the cost to replace or repair equipment damaged in all other circumstances.
17. REDSPEED will provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding the RLPE System and/or Notice of Violation processing. The help line will function during normal business hours.
18. Unless otherwise required by law, REDSPEED will be under no obligation to retain non-violation RLPE System video any longer than fourteen (14) business days.
19. REDSPEED will charge, collect, and retain convenience fees (the "Convenience Fees") for each electronic or lockbox credit card payment. Convenience Fees will be paid by

Motor Vehicle Owners. GOVERNING BODY will not receive any portion of the Convenience Fees. GOVERNING BODY assumes no liability, responsibility, or control for the Convenience Fees sought by REDSPEED.

20. REDSPEED will additionally perform the obligations set forth in Section 3 (Video Surveillance Solution).

## **SECTION 2 (GOVERNING BODY OBLIGATIONS)**

1. Within seven (7) business days of the Effective Date, GOVERNING BODY will provide REDSPEED with the name and contact information for a project manager who will be responsible for coordinating GOVERNING BODY's obligations under this Agreement.
2. Within seven (7) business days of the Effective Date, GOVERNING BODY will provide REDSPEED with the name(s), contact information, and electronic signature(s) of its authorized Traffic Infraction Enforcement Officers.
3. In connection with REDSPEED's installation of the RLPE System, GOVERNING BODY will endeavor to approve or reject all plans and issue all needed permits in an expedited manner. GOVERNING BODY will allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved. If the use of private property right of way is needed in connection with the installation of the RLPE System, GOVERNING BODY will assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs will be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
4. GOVERNING BODY's Traffic Infraction Enforcement Officer(s) will approve or reject each potential violation, in accordance with applicable law, within five (5) business days of its appearance in RedCheck.
5. GOVERNING BODY will handle inbound and outbound phone calls and correspondence from Motor Vehicle Owners who have questions about dispute, and other issues relating to the RLPE System. GOVERNING BODY may refer Motor Vehicle Owners with questions regarding REDSPEED or the RLPE System to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
6. GOVERNING BODY will provide REDSPEED reasonable access to controlled intersections and grade crossings using the RLPE System for the purpose of enabling REDSPEED to conduct inspection, maintenance and repair.
7. At all times during the Term, GOVERNING BODY will maintain an ordinance ensuring that its use of the RLPE System complies with applicable law.

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8. GOVERNING BODY hereby acknowledges and agrees that the decision to issue a Notice of Violation will be the sole, unilateral and exclusive decision of its Traffic Infraction Enforcement Officers as required by applicable law.
9. GOVERNING BODY will additionally perform the obligations set forth in Section 3 (Video Surveillance Solution).

### **SECTION 3 (VIDEO SURVEILLANCE SOLUTION)**

1. REDSPEED will provide GOVERNING BODY with a Video Surveillance Solution at two locations to be agreed between REDSPEED and GOVERNNING BODY. As used herein, "Video Surveillance Solution" means:
  - 12 AXIS IP cameras, wireless network, storage server, workstation and software installed.
  - Equipment maintenance program covering device failure and replacement, preventative maintenance such as cleaning and adjustments of outdoor cameras, software updates and patches, remote connectivity for support personnel, and documentation and training of new operators.
  - Replacement of cameras in the case of vandalism.
  - Single AXIS camera capable of capturing day/night video with resolution high enough to read individual license plates. Automated license plate reading software is not included however can be added later.
2. REDSPEED will own, maintain and insure the Video Surveillance Solution.
3. GOVERNING BODY will be responsible for the following:
  - High-speed internet line at all video surveillance camera locations.
  - Electrical services at all video surveillance camera locations.
  - Secure location for the installation of video storage server(s).
  - Access to all surveillance camera locations.
4. GOVERNING BODY agrees to pay REDSPEED \$600 per month as and for a Video Surveillance Solution Lease Fee. The Video Surveillance Solution Lease Fee will be deducted on a monthly basis from the net amount owed by REDSPEED to GOVERNING BODY pursuant to this Agreement.
5. GOVERNING BODY may terminate the Video Surveillance Solution upon sixty (60) day's prior written notice.

**EXHIBIT B**

**SERVICE FEES**

1. GOVERNING BODY will pay the following fees (collectively, "Fees") to REDSPEED:

- a. A monthly fee of \$1,499.00 for each camera used in connection with the RLPE system. This cost includes routine inspection, maintenance and repair. If a camera is inactive (including but not limited to vandalism, acts of god, road sensor damage, and equipment malfunction), except if the electricity to the intersection is non-operation and/or the traffic control signals are non-operational, in which case no credit shall be given, the following shall apply:
  - A \$50.00 credit shall be given to the GOVERNING BODY for every day the camera is inactive up to fourteen (14) calendar days; and
  - If more than fourteen (14) calendar days, the entire monthly fee of \$1499.00 shall be waived.
- b. A fee of \$5.99 for each of the following services:
  - i. Digital capture, download and review of violation evidence (including three pictures and a 12 second video clip including the entire yellow light cycle when applicable);
  - ii. Motor Vehicle Owner name and address retrieval associated with processing Notices of Violation (utilizing Secretary of State, United States Postal Service or another third-Party database);
  - iii. Letter handling services, including postage and color printing;
  - iv. Payment processing services, including check and credit card processing at the lock box, online, over the phone or during administrative hearings;
  - v. Customer services, including GOVERNING BODY-specific toll-free number, call center hearing scheduling, live operator support, and e-mail support; and
  - vi. Digital evidence archival service as may be required by the Local Records Act (50 ILCS 205/1 *et seq.*).

The foregoing notwithstanding, no service fee(s) will be charged under subsection (i) and (ii) above where potential violations are not approved by GOVERNING BODY or where no Notice of Violation is issued for any of the following reasons as identified in RedCheck:

- Safe Turn on Red;

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- Authorized Emergency Vehicle;
  - Blurred License Plate Image;
  - License Plate Not Found;
  - Officer Controlled Intersection;
  - No Video Clip;
  - Uncontrollable Conditions;
  - Blurred Video Clip;
  - Funeral Procession;
  - Undercover Police Vehicle; or
  - UTC Issued.
- c. A fee of \$150.00 to process requests for archival video exceeding ten (10) minutes in length.
- d. A monthly fee of \$100.00 for each Automatic License Plate Recognition (ALPR) enabled camera. ALPR cameras will only be installed and used upon the written request of GOVERNING BODY.
2. GOVERNING BODY will receive a statement and invoice by the 15<sup>th</sup> of every month identifying for the prior month: (a) the total amount collected by REDSPEED from GOVERNING BODY's use of the RLPE System, (b) the total amount of Fees paid to REDSPEED, and (c) the net amount owed to GOVERNING BODY.
3. Collection of delinquent payments will be GOVERNING BODY's sole responsibility and expense.
4. All necessary electrical and high-speed internet services to the RPLE System will be the sole responsibility and expense of REDSPEED.
5. The Parties acknowledge that the fee structure set forth in this Exhibit B complies with all applicable State laws.