

rec'd 10-7-10  
Part of 2009 Contract

**EXHIBIT "C"**  
**PARTIES' OBLIGATIONS AND RIGHTS**

**1.1 Construction and Installation Obligations**

**1.1.1 Timeframe for Installation of Photo Red Light System at Additional Designated Intersection Approaches**

CONSULTANT will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by CONSULTANT and CITY.

CONSULTANT 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.

CONSULTANT will use reasonable commercial efforts to install and activate the additional specified intersection approaches within sixty (60) days subsequent to formal project kick-off and business rules approval. CITY agrees that the estimated timeframe for installation and activation may be subject to conditions beyond the control of CONSULTANT and are not guaranteed.

In order to provide CITY with timely completion of the photo enforcement project CONSULTANT requires that CITY assist with providing timely approval of CITY's permit requests. CITY acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule CITY will provide the CITY's Traffic Engineer's review of Redflex permit requests and all documentation in a timely manner.

1. **CONSULTANT's Obligations.** CONSULTANT shall do or cause to be done each of the following (in each case, unless otherwise stated below, at CONSULTANT's sole expense):
  - 1.1. Appoint the Redflex Project Manager and a project implementation team to assist the Redflex Project Manager;
  - 1.2. Work closely with CITY to conduct site surveys and video analysis to identify intersection approaches that warrant red light photo enforcement. The scope of the survey shall include five (5) candidate signalized intersections, chosen based on quantitative assessment of the frequency of red light violations and traffic collisions.
  - 1.3. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from CITY's traffic engineer;
  - 1.4. Develop and submit to CITY for approval construction and installation specifications in reasonable detail for any additional Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required. CITY shall have the right to customize equipment, such as the "slim model" camera housing, with no additional costs.
  - 1.5. Seek approval from the relevant Governmental Authorities having authority or

- jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with CITY's permit applications.
- 1.6. Finalize the acquisition of the Approvals;
  - 1.7. Submit to CITY a public awareness strategy for CITY's consideration and approval, which strategy shall include media and educational materials for CITY's approval or amendment (the "Awareness Strategy");
  - 1.8. Develop the Redlight Violation Criteria in consultation with CITY all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities. The Parties agree that any costs associated with physical criteria changes which require modification to the Photo Red Light Enforcement System or its detection equipment shall be mutually agreed upon by the Parties.;
  - 1.9. Develop the Enforcement Documentation for approval by CITY, which approval shall not be unreasonably withheld;
  - 1.10. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches (under the supervision of the CITY). All equipment installed shall be new and not salvaged;
  - 1.11. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations.
  - 1.12. When requested by CITY, CONSULTANT shall paint all equipment with colors specified by CITY at no additional cost;
  - 1.13. Install and test the functionality of the Designated Intersection Approaches with the Redflex Photo Red Light System and establish fully operational Violation processing capability with the Redflex Photo Red Light System;
  - 1.14. Implement the use of the Redflex Photo Red Light System at each of the Designated Intersection Approaches;
  - 1.15. Deliver the Materials to CITY;
  - 1.16. Issue citation notices for Authorized Violations;
  - 1.17. CONSULTANT shall provide training (i) for up to fifteen (15) personnel of CITY, including but not limited to the persons who CITY shall appoint as Authorized Officers and other persons involved in the administration of the Redlight Photo Enforcement Program, (ii) for at least sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Redlight Photo Enforcement Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation.
  - 1.18. Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, CITY and juvenile court personnel. CONSULTANT shall pay all fees to interface with the court system.

- 1.19. Provide reasonable public relations resources and media materials to CITY in the event that CITY elects to conduct a public launch of the Redlight Photo Enforcement Program.
  - 1.20. Provide citation processing and citation re-issuance.
  - 1.21. CONSULTANT shall provide and maintain all computer hardware and software necessary for CITY to successfully operate the program. CONSULTANT shall provide and maintain one (1) laptop computer for court appearances.
  - 1.22. CONSULTANT shall process all violations with out-of-state license plates with no additional costs to CITY.
  - 1.23. CONSULTANT shall assist CITY in processing delinquent citations. Any fee shall be mutually agreed between CONSULTANT and CITY.
2. **CITY OBLIGATIONS.** CITY shall do or cause to be done each of the following (in each case, unless otherwise stated below, CITY's sole expense):
- 2.1.1. Appoint the Project Manager;
  - 2.1.2. Assist CONSULTANT in conducting site survey by providing available data on traffic volumes, collisions and red light violations at the five (5) candidate signalized intersections. Participate in the selection of the additional Designated Intersection Approaches;
  - 2.1.3. Assist CONSULTANT in obtaining the Drawings from the relevant Governmental Authorities;
  - 2.1.4. Notify CONSULTANT of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight Photo Enforcement Program;
  - 2.1.5. Provide assistance to CONSULTANT in obtaining access to the records data of the Department of Motor Vehicles in CONSULTANT's capacity as an independent contractor to CITY; and
  - 2.1.6. Assist CONSULTANT in seeking the Approvals;
  - 2.1.7. Provide reasonable access to CITY properties and facilities in order to permit CONSULTANT to install and test the functionality of the Designated Intersection Approaches and the Redlight Photo Enforcement Program;
  - 2.1.8. Provide reasonable access to the personnel of CITY and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
  - 2.1.9. Seek approval or amendment of Awareness Strategy and provide written notice to CONSULTANT with respect to the quantity of media and program materials (the "Materials") that CITY will require in order to implement the Awareness Strategy during the period commencing on the date on which CONSULTANT begins the installation of any of the additional Designated Intersection Approaches and ending one (1) month after the Installation Date;
  - 2.1.10. Assist CONSULTANT in developing the Redlight Violation Criteria.

### 3. MAINTENANCE

3.1 All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of CONSULTANT, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.

3.2 CONSULTANT shall not open the Traffic Signal Controller Boxes without a representative of CITY Traffic Engineering present.

3.3 The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of CONSULTANT.

3.4 The provision of all necessary electrical services to the Designated Intersection Approaches will be the sole responsibility of CITY.

3.5 In the event that images of a quality suitable for the Authorized Officer to identify Violations cannot be reasonably obtained without the use of flash units, CONSULTANT shall provide and install such flash units.

3.6 The CONSULTANT's Project Manager (or a reasonable alternate) shall be available to CITY's Project Manager each day, on a reasonable best efforts basis.

3.7 CONSULTANT shall perform all preemptive maintenance tasks as described in CONSULTANT's Proposal, Exhibit A. Said preemptive maintenance tasks shall be conducted at least every three (3) months.

3.8 Response to malfunctions shall occur within twenty-four (24) hours after CITY notification to CONSULTANT of such malfunctions. All repairs shall be accomplished within 72 hours after CITY notification to CONSULTANT of such malfunctions.

3.9 In the event of an emergency that poses a public safety risk, such as a pole knock down, CITY shall have the right to have its maintenance crew respond immediately to eliminate potential hazardous conditions.

### 4. ADDITIONAL RIGHTS AND OBLIGATIONS

4.1 CONSULTANT shall assist CITY in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Redlight Photo Enforcement Program (actual print and production costs are the sole responsibility of CITY).

4.2 CONSULTANT shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority

("Signage"), including but not limited to the Vehicle Code, and shall assist in determining the placement of such Signage.

4.3 CITY shall not access the Redflex System or use the Redlight Photo Enforcement Program in any manner other than prescribed by law and which restricts or inhibits any other Person from using the Redflex System or the Redflex Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Redflex Photo Enforcement Program, and CITY shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by CONSULTANT to CITY by means of hacking, password mining or any other method whatsoever, nor shall CITY cause any other Person to do any of the foregoing.

4.4 CITY shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Redlight Photo Enforcement Program.

4.5 The Parties shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other Party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of CONSULTANT and CITY shall obey any and all such rules and regulations.

4.6 CITY shall promptly reimburse CONSULTANT for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by CITY, or any of its employees, contractors or agents. All equipment that is not damaged by CITY, its employees, contractors or agents shall be repaired or replaced by CONSULTANT within 72 hours at no cost to CITY.