



**EXHIBIT "D"**  
**COMPENSATION AND PRICING**

**TERMS**

A fixed fee ("Fixed Fee") of \$6,030 per month per Designated Intersection Approach as full remuneration for performing all of the services contemplated in this Agreement to commence upon the completion of any required Warning Phase.

**IMPLEMENTATION**

The Fixed Fee paid to Redflex under this contract is for a full turnkey program, inclusive of all hardware, software, and support services required to implement and maintain a functional photo enforcement program, including, but not limited to, a program and process by which the monitoring, identification, and enforcement of Violations is facilitated by the use of certain equipment, applications, and back-office processes of Redflex, 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 and/or their drivers. Services include Training Services, Citation Processing, Expert Witness, and System Maintenance.

**ASSUMPTIONS AND ADJUSTMENTS FOR COMPENSATION AND PRICING:**

1. Redflex construction will be able to utilize existing conduit for installation where space is available. Where it is determined by both parties that additional conduit is necessary, cost and access for use of such additional conduit shall be equally shared by Redflex and the Customer. Any such additional conduit shall become the exclusive property of the Customer upon termination of this Agreement.
2. The Customer agrees to pay Redflex within thirty (30) days after the invoice for the Fixed Fee is received; the City shall only be obligated to pay the cumulative balance invoiced by Redflex, subject to the conditions, adjustments, and limitations contained in paragraph 5 below.
3. In the event that the contract ends or is terminated and an invoiced balance is still owed to Redflex, all subsequent receipts from automated red light violations for a period of twelve (12) months from date of termination will be applied to such balance and paid to Redflex.
4. Customer will provide Redflex each month an analysis of collections of automated red light citations. Using this analysis, Redflex will calculate the balance due in accordance with the terms herein.
5. Any gross cash receipts received by Customer from Ventura County through the collection of red light citations shall first be applied to the Customer's monthly program operating costs ("Customer Operating Costs") which is initially established at \$14,767.25 per month. In order to ensure cost neutrality to the Customer, Customer will only be

obligated to pay Redflex from the gross cash receipts received from Ventura County after first deducting Customer Operating Costs. In the event that a balance remains unpaid due to a deficit in gross cash received by the Customer compared to the invoiced amount, Redflex will provide to Customer, with each monthly invoice, an accounting of such amounts supporting the amount invoiced. Customer shall not be liable for any unpaid balance except as provided in this paragraph.

Cost neutrality is assured to the Customer using this methodology as the Customer will never pay Redflex more than the actual cash received from Ventura County after deducting Customer Operating Costs.

6. Starting May 1, 2007, and every year thereafter, the Fixed Fee and Customer's Operating Cost will increase by the Consumer Price Index ("CPI") as published by the Bureau of Labor Statistics for the United States Department of Labor, or 4%, whichever is greater. If the CPI is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised. Any increase in the Fixed Fee and Customer Operating Cost shall be limited by this paragraph.
7. Redflex will not charge the Customer for any time the system is not operational (defined as a material malfunction causing no violations to be captured) in excess of forty-eight (48) hours. The down time will be measured in daily increments and shall be prorated on the monthly fee as held in this Agreement.



**REDFLEX**  
TRAFFIC SYSTEMS

27249

07/13/07 11:15

**Redflex Traffic Systems, Inc.**  
15020 N. 74th Street  
Scottsdale, AZ 85260  
Tel: 480 607 0705  
Fax: 480 607 0752  
www.redflex.com

July 5, 2007

City of Buenaventura  
Attn: Lt. Quinn Fenwick  
Buenaventura, CA 93003

Dear Lt. Fenwick,

Attached please find the Redflex Traffic Systems, Inc. service invoice for June 2007. Per the terms of the city's contract the amount currently payable on this invoice is as follows:

Total collections on redlight citations:	\$ 50,179.00
Less city's redlight enforcement operating expenses:	<u>\$ 14,767.25</u>
Net program proceeds:	\$ 35,411.75
<b>Total due and now payable</b>	<b>\$ 35,411.75</b>
Less service invoice amount	\$102,510.00
Less total due and now payable	<u>\$ 35,411.75</u>
Balance to be carried forward	\$ 67,098.25
Previous balance	\$867,589.75
Balance to be carried forward	<u>\$ 67,098.25</u>
Total balance carried forward	<b>\$934,688.00</b>

Thank you and best regards,

Justin Allen Iske  
Controller  
Redflex Traffic Systems, Inc.

01	43205	52399	180	35,411.75
APPROVED BY <i>Wayne Jones</i>				DATE AUG 20 2007



**REDFLEX**  
TRAFFIC SYSTEMS

**Redflex Traffic Systems, Inc.**  
15020 N. 74th Street  
Scottsdale, AZ 85260  
Tel: 480 607 0705  
Fax: 480 607 0752  
www.redflex.com

May 8, 2008

27249

City of Buenaventura  
Attn: Lt. Quinn Fenwick  
Buenaventura, CA 93003

Dear Lt. Fenwick,

Attached please find the Redflex Traffic Systems, Inc. service invoice for April 2008. Per the terms of the city's contract the amount currently payable on this invoice is as follows:

Total collections on redlight citations: \$ 60,604.00  
Less city's redlight enforcement operating expenses: \$ 15,357.94  
Net program proceeds: \$ 45,246.06

Total due and now payable \$ 45,246.06

Apr service invoice amount \$ 108,540.00  
Less total due and now payable \$ 45,246.06  
Balance to be carried forward \$ 63,293.94

Previous balance \$1,611,920.94  
Balance to be carried forward \$ 63,293.94  
Total balance carried forward \$1,675,214.88

Thank you,

*C Sanchez*

Cindy Sanchez  
Senior Accounting Manager

DATE	REF ID	OFF CODE	AMOUNT	LOG ILL	AMOUNT
01	43205	52399	180		45,246.06
APPROVED BY <i>Wayne June</i> JUL 16 2008					



**REDFLEX**  
TRAFFIC SYSTEMS

# 27249

Redflex Traffic Systems, Inc.  
15020 N. 74th Street  
Scottsdale, AZ 85260  
Tel: 480 607 0705  
Fax: 480 607 0752  
www.redflex.com

June 4, 2008

City of Buenaventura  
Attn: Lt. Quinn Fenwick  
Buenaventura, CA 93003

Dear Lt. Fenwick,

Attached please find the Redflex Traffic Systems, Inc. service invoice for May 2008. Per the terms of the city's contract the amount currently payable on this invoice is as follows:

Total collections on redlight citations:	\$ 59,075.00
Less city's redlight enforcement operating expenses:	\$ 15,357.94
Net program proceeds:	\$ 43,717.06
 Total due and now payable	 \$ 43,717.06
 May service invoice amount	 \$ 108,540.00
Less total due and now payable	\$ 43,717.06
Balance to be carried forward	\$ 64,822.94
 Previous balance	 \$1,675,214.88
Balance to be carried forward	\$ 64,822.94
Total balance carried forward	\$1,740,037.82

Thank you,

*C Sanchez*

Cindy Sanchez  
Senior Accounting Manager

LINE #	PRG	PRG	QTY	UNIT	AMOUNT
01	43205	52399	180		43,717.06
APPROVED BY <i>Wayne Jura</i>					DATE JUL 02 2008