VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Genaro "Chip" Iglesias

Date: April 30, 2008

To: The Honorable Mayor and Members of the Village Council

From: Village Manager Genaro "Chip" Iglesias

Re: Red Light Traffic Camera Program

Recommendation

It is recommended that the Village authorize the Manager to sign an agreement with ATS, setting into motion the installation of Red Light Traffic Cameras within the Village of Key Biscayne.

Background

The Village of Key Biscayne, in an effort to create a safer environment for drivers, pedestrians, and bicyclists alike made the decision to install red light cameras at two intersections, Crandon Boulevard and Harbor Drive along with Crandon Boulevard and Key Colony. The installation of these cameras will encourage drivers to refrain from running red lights, an epidemic plaguing cities throughout Miami-Dade County. The cameras will also allow for our police officers to better utilize personnel while dealing with other local priorities.

88 West McIntyre Street • Suite 210 • Key Biscayne, Florida 33149 • (305) 365-5500 • Fax (305) 365-8936
MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."

RESOLUTION NO. 2008 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING AGREEMENT FOR TRAFFIC SAFETY CAMERA PROGRAM SERVICES BETWEEN AMERICAN TRAFFIC SOLUTIONS, INC., AND THE VILLAGE OF KEY BISCAYNE ; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the RFP competitive selection process utilized by the Village for the Traffic Safety Camera Program , the Village Council of the Village of Key Biscayne desires to utilize the work and services of American Traffic Solutions, Inc. (the " Contractor") , a recognized expert in the provision of traffic safety camera programs, to create and implement the Village's Traffic Safety Camera Program for red light enforcement ; and

WHEREAS, the Village Council finds that the approval of the Agreement for Traffic Safety Camera Program between Contractor and the Village (the "Agreement") is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted**. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Authorization.** That the Agreement is hereby approved and the Village Manager is hereby authorized to execute the attached Agreement between Contractor and the Village for the provision of work and services described in the Agreement , in substantially the form attached hereto, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. **Implementation.** That the Village Manager is authorized to take all action

necessary to implement the purposes of this resolution and the Agreement.

Section 4. **Effective Date.** That this resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 30th day of April , 2008.

_____
ROBERT VERNON, MAYOR

ATTEST:

_____
CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

_____
Village Attorney

AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE
AND AMERICAN TRAFFIC SOLUTIONS FOR
TRAFFIC SAFETY CAMERA PROGRAM

This Agreement (this "Agreement") is made as of this ____ day of April, 2008 by and between American Traffic Solutions, LLC., a Delaware Corporation, licensed to do business in Florida, with offices at 7681 E. Gray Road, Scottsdale, Arizona 85260 (the "Vendor" or "ATS "), and The Village of Key Biscayne, a Florida municipal corporation, with an address at 88 W. McIntyre, Key Biscayne, Florida 33149 (the "Village").

RECITALS

WHEREAS, Vendor has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and Notice of Infraction processes related to the digital photo red light enforcement systems provided by Vendor pursuant to this Agreement; and

WHEREAS, the Village Commission of the Village adopted Ordinance 2007-7 which authorizes the Village's Traffic Safety Camera Program (TSCP) and provides for the implementation and operation of such; and,

WHEREAS, the Village issued RFP Traffic Safety Camera Program to which Vendor responded, and Village selected Vendor to provide services to implement and carry on the Village's TSCP, and Village desires to engage the services of Vendor to provide certain equipment, processes and back office services so that Authorized Employees of the Village are able to monitor, identify and enforce red light running Infractions;

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

AGREEMENT

1.0 Definitions. All definitions set forth in Ordinance 2007-7 are incorporated herein. In addition, the following words and phrases shall have the following meanings in this Agreement:

1.1. "Authorized Employee" means the Traffic Control Infraction Review Officer, whose duties and qualifications are set forth in the Village Ordinance.

1.2. "Authorized Infraction" means each Potential Infraction in the Infraction Data for which authorization to issue a Notice of Infraction in the form of an Electronic Signature is given by the Authorized Employee by using the Vendor System.

1.3. "Village Ordinance" means Ordinance 2007-7 as may be amended from time to time.

1.4. "Civil Fee" means the fee assessed for violations of the Village Ordinance, as set forth in the Ordinance.

1.5. "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, Village's or others with whom such Person has a 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:

1.5.1. 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 Village's, or at which such Person sells or has sold its services; and

1.5.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, 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.

1.5.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is a public record, and not otherwise exempt, pursuant to Florida law; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iv) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (v) was required by a court of competent jurisdiction to be described, or (vi) was required by applicable state law to be described.

1.6. "Designated Intersection " means the Intersections, as that term is defined in the Village Ordinance, set forth on **Exhibit "A"** attached hereto, and such additional Intersections, as Vendor and the Village shall mutually agree from time to time through the parties' Project Managers.

1.7. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Notice of Infraction in respect of a potential Infraction using the Vendor System.

1.8. "Enforcement Documentation" means the necessary and appropriate documentation related to the enforcement of Red Zone Infractions, as defined in the Village Ordinance, including but not limited to warning letters, Notices of Infraction (using the specifications of the hearing officer (also known as code enforcement Special Master) and the Village, a numbering sequence for use on all notices (in accordance with applicable state statutes and the Village's Ordinance), instructions to accompany each issued Notice of Infraction (including in such instructions a description of basic enforcement procedures, payment options and information regarding the viewing of images and data collected by the Vendor System), chain of custody records, criteria regarding operational policies for processing Notices of Infraction (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable hearing officers .

1.9. "Equipment" means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Vendor Photo Red Light System(s), including but not limited to all camera systems, housings, sensor arrays, severs and poles.

1.10. "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.

1.11. "Infraction" means any Infraction of the Village's Ordinance.

1.12. "Infractions Data" means the images and other Infractions data gathered by the Vendor System at the Designated Intersection .

1.13. "Installation Date of the TSCP" means the date on which Vendor 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 TSCP.

1.14. "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, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature), 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 (including any rights in any of the foregoing), of such Person, consistent with the definition of such terms in Florida Statutes.

1.15. "Notice of Infraction" shall mean the Notice of an Infraction, which is mailed or otherwise delivered by Vendor to the alleged violator on the appropriate Enforcement

Documentation in respect of each Authorized Infraction pursuant to the requirements of the Village Ordinance.

1.16. "Operational Period" means the period of time during the Term, commencing on the Installation Date, during which the TSCP is functional in order to permit the identification and the issuance of Notices of Infraction for approved Infractions using the Vendor System.

1.17. "Ordinance" shall mean Village of Key Biscayne Ordinance 2007-7 as may be amended from time to time.

1.18. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.

1.19. "Project Manager" means the project manager appointed by the Village in accordance with this Agreement, which shall be the Village Manager, or his designee and shall be responsible, on behalf of Village, for overseeing the installation at the Designated Intersections and the implementation of the TSCP, and which manager shall have the power and authority to make management decisions relating to the Village's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Village's Charter or Ordinance or by the Village Commission.

1.20. "Potential Infraction" means, with respect to any motor vehicle passing through a Designated Intersection, the data collected by the Vendor System with respect to such motor vehicle, which data shall be processed by the Vendor System for the purposes of allowing the Authorized Employee to review such data and determine whether a Red Zone Infraction has occurred.

1.21. "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.

1.22. "Vendor Marks" means all trademarks registered in the name of Vendor or any of its affiliates, such other trademarks as are used by Vendor or any of its affiliates on or in relation to TSCP at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Vendor, and all modifications or adaptations of any of the foregoing.

1.23. "Vendor Project Manager" means the project manager appointed by Vendor in accordance with this Agreement, which project manager shall initially be named by the

Vendor within 14 days of the execution of this Agreement or such person as Vendor shall designate by providing written notice thereof to the Village from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersections and the implementation the TSCP, and who shall have the power and authority to make management decisions relating to Vendor's obligations pursuant to this Agreement, including but not limited to change-order authorizations.

1.24. "Traffic Safety Camera Program" means, collectively, the TSCP provided by Vendor and all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto.

1.25. "Traffic Safety Camera Program" means the process by which the monitoring, identification and enforcement of Infractions of the Red Zone Infractions is facilitated by the use of certain equipment, applications and back office processes of Vendor, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of identifying Infractions and recording such Infraction data in the form of photographic images of motor vehicles.

1.26. "Photo Red Light Infraction Criteria" means the standards and criteria by which Potential Infractions will be evaluated by Authorized Employees of the Village, which standards and criteria shall include, but are not limited to, the definition of a Red Zone Infraction set forth in the Village Ordinance, relying upon the duration of time that a traffic light must remain red prior to a Infraction being deemed to have occurred, 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 Infraction, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.

1.27. "Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.

1.28. "Warning Period" means the period of ____ (___) days after the Installation Date of the first intersection approach, as set by the Ordinance.

2.0 Term. The term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the date of the first paid notice from the first installed System (the "Initial Term"). The Village shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional, five (5) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The Village may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Vendor not less than sixty (60) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.

3.0 Services. Vendor shall provide the TSCP to the Village, in each case in accordance with the terms and provisions of the Ordinance.

3.1. Installation. With respect to the construction and installation of the Designated Intersection and the installation of the Vendor System at such Designated Intersection: the Village and Vendor shall have the respective rights and obligations set forth on **Exhibit "B"** attached hereto.

3.2. Maintenance. With respect to the maintenance of the Vendor System at the Designated Intersections, the Village and Vendor shall have the respective rights and obligations set forth on **Exhibit "C** "attached hereto.

3.3. Infraction Processing. During the Operational Period, Infractions shall be processed as set forth on **Exhibit" D"**, attached hereto.

3.4. Prosecution. The Village shall prosecute Ordinance violations in respect thereof pursuant to the terms, procedures and requirements of the Village Ordinance, subject to Village's routine law enforcement discretion.

3.5. Other Rights and Obligations. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Vendor and the Village shall have the respective rights and obligations set forth on **Exhibit "E"** attached hereto.

3.6. Change Orders. The Village may from time to time request changes to the work 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 Vendor, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Vendor's receipt of a Change Order Notice, Vendor shall deliver a written statement describing the effect, if any, the proposed changes would have on the terms set forth in Exhibit " E " (the "Change Order Proposal"), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Village. Following the Village's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, 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 changes. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 16.0.

4.0 License; Reservation of Rights.

4.1. License. Subject to the terms and conditions of this Agreement, Vendor hereby grants the Village, and the Village hereby accepts from Vendor upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the Village, access and use the Vendor System for the sole purpose of reviewing Potential Infractions and authorizing the issuance of Notices of Infraction pursuant to the terms of this Agreement, and to print copies of any

content posted on the Vendor System in connection therewith, (b) disclose to the public (including outside of the Village) that Vendor is providing services to the Village in connection with TSCP pursuant to the terms of this Agreement, and (c) use and display the Vendor Marks on or in marketing, public awareness or education, or other publications or materials relating to the TSCP, so long as any and all such publications or materials are approved in advance by Vendor.

4.2. Reservation of Rights. The Village hereby acknowledges and agrees that: (a) Vendor is the sole and exclusive owner of the Vendor System, the Vendor Marks, all Intellectual Property arising from or relating to the Vendor System, and any and all related Equipment provided under this Agreement, (b) the Village neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Village pursuant to this Agreement, the Village shall gain no additional right, title or interest therein.

4.3. Restricted Use. The Village hereby covenants and agrees that it shall not (a) make any modifications to the Vendor System, including but not limited to any Equipment, (b) alter, remove or tamper with any Vendor Marks, (c) use any of the Vendor Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Vendor therein, (d) use any trademarks or other marks other than the Vendor Marks in connection with the Village's use of the Vendor System pursuant to the terms of this Agreement without first obtaining the prior consent of Vendor, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Vendor System, the Vendor System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Vendor, or cause any other Person to do any of the foregoing.

4.4. Protection of Rights. Vendor shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Vendor, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Vendor Marks, the filing of patent application for any of the Intellectual Property of Vendor, and making any other applications or filings with appropriate Governmental Authorities. The Village shall not take any action to remedy or prevent such protective activities, and shall not in its own name make any registrations or filings with respect to any of the Vendor Marks or the Intellectual Property of Vendor without the prior written consent of Vendor.

4.5. Infringement. The Village shall use its reasonable best efforts to give Vendor prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Vendor Marks or any of Vendor's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Vendor Marks or any other Intellectual Property of Vendor. Vendor shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto.

4.6. Infringing Use. The Village shall give Vendor prompt written notice of any action or claim action or claim, whether threatened or pending, against the Village alleging that the

Vendor Marks, or any other Intellectual Property of Vendor, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Village shall render to Vendor such reasonable cooperation and assistance as is reasonably requested by Vendor in the defense thereof; provided, that Vendor shall reimburse the Village for any reasonable costs, including without limitation attorneys fees and court costs, as well as Village staff costs, incurred in providing such cooperation and assistance. If such a claim is made and Vendor determines in the exercise of its sole discretion, or a court or administrative proceeding of competent jurisdiction determines, that an infringement may exist, Vendor shall have the right, but not the obligation, to procure for the Village the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items, all at no cost to the Village. In addition, in such event, the Village has the right, but not the obligation, to terminate this Agreement pursuant to paragraph 6.1.

5.0 Representations and Warranties.

5.1. Vendor Representations and Warranties.

5.1.1. Authority. Vendor hereby warrants and represents that:

5.1.1.1. it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and,

5.1.1.2. to the extent legally required, Vendor has all ownership rights, licenses, or other required authority to use the software and hardware it installs to perform the services under this Agreement.

5.1.2. Professional Services. Vendor hereby warrants and represents that any and all services provided by Vendor pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Vendor System, subject to applicable law, in compliance with all specifications provided to Vendor by the Village.

5.2. Village Representations and Warranties.

5.2.1. Authority. The Village hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; provided that Vendor acknowledges that the initial program is premised on being consistent with the requirements and authority of state law, applicable attorney general opinions, and the Village's Ordinance, and Village cannot and does not warrant the outcome of any judicial or legislative action that may be taken affecting these authorities subsequent to the execution of this Agreement.

5.3. Professional Services. The Village hereby warrants and represents that any and all services provided by the Village pursuant to this Agreement shall be performed in a professional and workmanlike manner in Village's governmental capacity .

6.0 Termination.

6.1. Termination for Cause: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state or federal statutes are amended, or regulations or policies are adopted by agencies with jurisdiction, to prohibit or materially change the operation of TSCP so as to make it reasonably impractical to operate the red light enforcement program, including without limitation changes that would prohibit the red light enforcement program, or which would impose restrictions on revenues and uses that are contrary to the terms of this Agreement; Village will have the right to work with Vendor to modify terms to enable program to comply with any new State legislation (ii) any court having jurisdiction over Village rules, or declares, that the Village's red light enforcement program is invalid or results from the Vendor System of photo red light enforcement are inadmissible in evidence, or otherwise renders a decision that makes it reasonably impractical to operate the red light enforcement program; (iii) a determination by a court of competent jurisdiction or other applicable dispute resolution forum that Vendor has infringed upon a third party's patent, trademark, copyright, trade secret or other intellectual property; (iv) the other party commits any material breach of any of the provisions of this Agreement; (v) Vendor's non-payment of revenues to Village as required by this Agreement. In the event of a termination due to this Section, Village shall be relieved of any further obligations to Vendor other than as specified herein. Either party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the Village and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

The rights to terminate this Agreement given in Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.2 Warning Period. The Ordinance provides for a one time ____ (____) day Warning Period, during which time courtesy notices of infractions, with no civil fees, are used. The parties hereto acknowledge that this Warning Period will be used to verify the reliability of the program and the detection of infractions, as well as to monitor anticipated changes in state law on the subject of camera enforcement of red light infractions. The Warning Period shall commence on the date the initial camera and the Infraction Processing procedures become operational, with the exact date to be confirmed in writing by the parties' Project Managers. At any time up to the conclusion of the initial Warning Period, the Village, through a motion adopted by the Village Commission, may terminate the TSCP, for any or no cause. The Village shall not be liable for any costs or expenses incurred by Vendor during this Warning Period. If the Village Commission determines to terminate the program pursuant to this paragraph, this Agreement shall be deemed terminated and the parties shall proceed pursuant to Section 6.3 below. In addition to the Village's right to terminate during the Warning Period, for a period of 90 calendar days after the expiration of the Warning Period, either party shall have the right to terminate the Agreement.

6.3 Procedures Upon Termination. This section 6.3 shall apply to the expiration of this Agreement and to the early termination of the Agreement. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in this Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.3.1 Vendor shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the TSCP, (ii) promptly deliver to the Village any and all Proprietary Property of the Village provided to Vendor pursuant to this Agreement, (iii) promptly deliver to the Village a final report to the Village regarding the collection of data and the issuance of Notices of Infraction in such format and for such periods as the Village may reasonably request, and which final report Vendor shall update or supplement from time to time when and if additional data or information becomes available, (iv) provide Village all data pertaining to outstanding Civil Fee payments due and owing to Village and potential payments due to Vendor, (v) provide Village with its proposed schedule for the removal of the Vendor's equipment, at no cost to the Village, from the Village and once such schedule is approved by Village Vendor shall remove such pursuant to the schedule; and (vi) provide such assistance as the Village may reasonably request from time to time in connection with prosecuting and enforcing Notices of Infraction issued prior to the termination of this Agreement.

6.3.2 The Village shall (i), except for pending enforcement cases, immediately cease using the TSCP, accessing the Vendor System and using any other Intellectual Property of Vendor, and (ii) promptly deliver to Vendor any and all Proprietary Property of Vendor provided to the Village pursuant to this Agreement, other than such equipment installed by Vendor along the roadways for the enforcement program.

6.3.3 Unless the Village and Vendor have agreed to enter into a new agreement relating to the TSCP or have agreed to extend the Term of this Agreement, Vendor shall remove any and all Equipment or other materials of Vendor installed in connection with Vendor's performance of its obligations under this Agreement, at no cost to Village, including but not limited to housings, poles and camera systems, and Vendor shall restore the Designated Intersections to substantially the same condition such Designated Intersections were in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade and no exposed rebar, steel or other hazards, at no cost to Village pursuant to the schedule agreed upon by the parties in section 6.3.1.

6.3.4 After the first three (3) years of this Agreement, Village may provide for the early termination of this Agreement for Village's convenience in the event that the Village Commission determines to discontinue having a TSCP . In such event, the remaining provisions of section 6.3 shall apply. Village shall have no further liability for any such early termination. The parties recognize that other provisions of this Agreement serve as consideration for this provision.

7.0 Fees to be Paid to Vendor and Payment Processing.

7.1. Vendor shall have the right to receive the compensation set forth on, and pursuant to, **Exhibit F** attached hereto.

7.2. Vendor shall be responsible for processing payments of the Civil Fees. The Vendor shall provide payment means through mail, telephone and on-line processes. Vendor shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals.

7.3. Vendor shall pay Village all payments received during a calendar month, no later than the 7th day of the next following month.

7.4. Vendor shall invoice the Village for all applicable fees according to the fee schedule delineated on **Exhibit " F"**. Along with the invoice, Vendor shall provide information to the Village, in a format acceptable to the Village, supporting the invoice amounts forwarded by Vendor to the Village. In addition, Village shall have access to the financial reporting functions of Vendor's system upon Village's request.

8.0 Survival. Notwithstanding the foregoing, the parties' obligations shall survive the termination of the Agreement to the extent necessary to fulfill the parties' accrued monetary obligations under this Agreement.

9.0 Confidentiality. During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement, subject to the obligations and requirements of Florida's public records laws and public meetings law. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

10.0 Indemnification and Liability.

10.1. Indemnification – Negligence. The Vendor agrees to defend, indemnify and hold harmless the Village, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees ("Losses"), sustained by the Village or any third party arising out of, or by reason of, or resulting from the Vendor's negligent acts, errors, or omissions, except to the

extent such Losses arise from the negligence of the Village or Village's employees, officers or agents. In the event that a court of competent jurisdiction determines that the provisions of Sec. 725.06, F.S., and / or Sec. 725.08 , F.S., apply to this Agreement, then , in such event, Vendor shall defend, indemnify and hold harmless Village and Village's officers, employees and agents only to the fullest extent authorized by said cited statutes .

10.2. Indemnification – Infringements. The Vendor shall indemnify Village for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. The Vendor will defend and/or settle at its own expense, with legal counsel reasonably acceptable to the Village, any action brought against the Village to the extent that it is based on a claim that products or services furnished to Village by the Vendor pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim. Any infringement or claim that renders any portion of the services to be performed by this agreement to be unusable, or materially affects the Vendor's Red Light System as functionally described herein, shall be grounds for a default of this Agreement.

10.3. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification to be provided by the Vendor and agree that in the event that the law is construed to require a specific consideration to be given therefore, the parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Vendor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Vendor's responsibility to indemnify for events occurring during the term of this Agreement for a period of not less than five (5) years after expiration or termination of the Agreement.

10.4. Legal Challenges. The parties recognize and acknowledge that the TSCP contemplated herein may be subject to legal challenge and/or judicial review as a new or innovative program. It is understood and acknowledged that various aspects of the program may be challenged. In the event of a legal challenge to the Program, Village and Vendor shall share in the cost of the defense on a pro-rata basis.

10.5. In the event that a court of competent jurisdiction or the State of Florida, including any of its agencies, orders or requires the Village to return any payments made for infractions of the Village Ordinance , Vendor shall, at no additional charge, assist Village to perform all relevant portions of any such order, decree, judgment, etc., required to be performed by the Village including, but not limited to, assisting the Village to locate each violator so that any ordered reimbursement may be made. Prior to the close of the "Warning Period" established in Section 6.2,

Vendor shall provide to the Village with adequate security in an acceptable form to the Village which is intended to protect Village from liability, if any, under this paragraph 10.5. Such security may be in the form of lien on Vendor's equipment or other form of security to be determined by agreement of the parties.

10.6. Change in State Law. The parties recognize and acknowledge that it has been reported that the Florida Legislature is considering various revisions to State Uniform Traffic Laws which, if enacted, would expressly authorize municipalities to issue traffic infractions through the use of Red Light Cameras without the necessity of using the code enforcement system. Should the Florida Legislature enact any law modifying the Uniform Traffic Laws so as to expressly permit the TSCP , sections 10.4 and 10.5 shall automatically become void .

10.7. Notice of Claims. If the Village or Vendor receives notice of any claim or circumstances which may give rise to an indemnified loss under this Section 10, the receiving party shall give written notice to the other party within ten (10) days of receipt. The notice must include the following:

(a) a description of the indemnification event in reasonable detail,

(b) the basis on which indemnification may be due, and

(c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the Village from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the Village does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Vendor is directly prejudiced, suffers loss, or incurs expense because of the delay.

10.8. Review of Indemnification Provisions. At the conclusion of the Warning Period, and the 2008 session of the Florida Legislature, the Village and Vendor will review the indemnification provisions in this Section 10.

11.0 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Vendor is an independent contractor under this Agreement and not the Village's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with Village, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the

Village, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the Village and the Village will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

12.0 Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party, including without limitations purchases of controlling interest in Vendor or merger, without the prior written consent of the other party.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13.0 No Contingent Fees. Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or Infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.0 Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended , at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the VENDOR and the VILLAGE designate the following as the respective places for giving of notice:

Village:
Chip Iglesias, Village Manager
Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33149
Phone: (305) 365-5514
Fax: (305) 365-8936

Copies To:
Steve Helfman, Village Attorney
Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale , Florida 33301
Phone: (954) 763-4242
Fax: (954) 764-7770

And

Charles Press, Police Chief
Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, Florida 33149
Phone: (305) 365-5503
Fax: (305) 365-8937

Vendor: American Traffic Solutions, LLC.
7618 E. Gray Road
Scottsdale, AZ 85260
Attention: Chief Operating Officer
Phone: (480) 443-7000
Fax: (480) 596-4501

15.0 Audit Rights. Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") 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 forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than ten percent (10%) of the amount actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

16.0 Dispute Resolution. Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 16.0, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

17.0 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18.0 Headings. Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.

19.0 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits shall be treated as part of this Agreement and are incorporated herein by reference.

20.0 Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

21.0 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

22.0 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

23.0 Insurance.

23.1. Throughout the term of this Agreement, the Vendor agrees to maintain in force at their own expense insurance as follows:

23.1.1. Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and contractual liability . Coverage must be written on an occurrence basis, with the following limits of liability

A. Bodily Injury/Property Damage

1.	Each Occurrence	$1,000,000
2.	Annual Aggregate	$1,000,000

B. Personal Injury

1. Annual Aggregate $1,000,000

23.1.2. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	$100,000 each accident $500,000 Disease-policy limit $100,000 Disease-employee

If Vendor claims to be exempt from this requirement, Vendor shall provide Village proof of such exemption along with a written request for Village to exempt Vendor, written on Vendor letterhead.

23.1.3. Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A. Bodily Injury and Property Damage combined single limit

1.	Each Occurrence	$1,000,000
2.	Annual Aggregate	$1,000,000

23.1.4. Professional Liability - $1,000,000.

23.1.5. Vendor shall name the Village as an additional insured on each of the policies required herein, with the exception of the Vendor's Worker's Compensation policy and Professional Liability.

23.1.6. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Village's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be canceled or impaired until at least forty five (45) days prior written notice has been given to the Village. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect.

23.1.7. Any insurance required of Vendor pursuant to this Agreement must also be required by any sub-contractor of Vendor in the same limits and with all requirements as provided herein, including naming the Village as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Vendor and provided proof of such coverage is provided to Village. The Vendor and any sub-contractor of Vendor shall maintain such policies during the term of this Agreement.

24.0 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

25.0 Extent of Agreement. This Agreement represents the entire and integrated agreement between the Village and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral.

26.0 Waiver of Jury Trial . In the event of any litigation between the parties which in any way arises out of this Agreement, the parties hereby agree to waive any right to trial by jury.

27.0 RFP. Vendor agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions(if such exceptions were accepted by Village) made by Vendor during the RFP process, including but not limited to Vendor's representation that the TSCP shall be installed , implemented and operated without any direct out- of- pocket cost of the Village .

28.0 Compliance with Law. Vendor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VILLAGE OF KEY BISCAYNE

ATTEST:

BY: _____

_____ CONCHITA ALVAREZ, VILLAGE CLERK

GENARO " CHIP " IGLESIAS, VILLAGE MANAGER

APPROVED AS TO FORM:

_____

VILLAGE ATTORNEY

VENDOR

WITNESSES:

_____ BY:_____

Print Name:

_____ Title:

ATTEST:

_____

SECRETARY

STATE OF _____ :

: ss:

COUNTY OF _____ :

ON THIS ____ day of _____, 2008, before me, the undersigned notary public, personally appeared _____, personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that he executed the same on behalf of said Corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

NOTARY PUBLIC

_____

Print or Type Name

My Commission Expires:

EXHIBIT "A"
Designated Intersection

The contract provides for the implementation of cameras at no less than two (2) intersections, which shall be installed within thirty (30) days of receipt of permits for each agreed upon approach.

The proposed two intersections are as follows:

Crandon Blvd. and Harbor Drive

Crandon Blvd. and Key Colony

Installation of any approach is subject to engineering and video analysis results.

Additional approaches will be selected based on collision history, input and recommendations from the Village's Police Department, and an engineering feasibility assessment. Vendor shall apply for a permit within sixty (60) days of the approval of this Agreement by the Village Commission.

Vendor will provide the Village with video evaluation of candidate sites using the Axsis VIMS system to assist the Village's Police Department in its recommendations.

The program may be implemented at additional intersections after the conclusion of the Warning Period. The intersections will be designated by the Police Department, which designation will be based upon Police Department staff review and an engineering analysis.

EXHIBIT "B"

Construction and Installation Obligations

Timeframe for Installation: Traffic Safety Camera Program

Vendor will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Vendor and the Village Manager.

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

Vendor will use best commercial efforts to install and activate all specified intersection within thirty (30) days subsequent to receipt of all permits required by section 1.4 of this Exhibit B.

1. Vendor Obligations. Vendor shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Vendor's sole expense):

    1.1. Appoint the Vendor Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Vendor Project Manager;

    1.2. Request current "as-built" electronic engineering drawings for the Designated Intersections (the "Drawings") from the County traffic engineer;

    1.3. Develop and submit to the Village for approval construction and installation specifications in reasonable detail for the Designated Intersection, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required. Vendor installation shall comply with all Key Biscayne building codes; and

    1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection (collectively, the "Approvals"), which will include compliance with Village permit applications.

    1.5. Seek rights from private property owners, as necessary for the placement of System Equipment at designated intersections where Governmental Authorities have jurisdiction over the designated intersection and adjacent rights of right of way, and such governmental Entity denies authority to Vendor for the installation of its equipment.

    1.6. Finalize the acquisition of the Approvals;

    1.7. Submit to the Village a public awareness strategy for the Village's consideration and approval, which strategy shall include media and educational materials for the Village's approval or amendment according to the ATS proposal (the "Awareness Strategy");

    1.8. Develop the Red Light Infraction Criteria in consultation with the Village;

1.8. Develop the Red Light Infraction Criteria in consultation with the Village;

1.9. Develop the Enforcement Documentation for approval by the Village, consistent with the requirements of the Village Ordinance;

1.10. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersections (under the supervision of the Village);

1.11. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersections, 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. Install and test the functionality of the Designated Intersections with the Vendor System and establish fully operational Infraction processing capability with the Vendor System;

1.13. Implement the use of the Vendor System at each of the Designated Intersections;

1.14. Deliver the Materials to the Village;

1.15. Issue Notices of Infraction, and if the civil penalty is unpaid or the alleged violator requests a hearing, issue Notices of Hearing for Authorized Infractions pursuant to Village Ordinance;

1.16. Obtain access to the records data of the Department of Motor Vehicles in Vendor's capacity as needed for the program; and,

1.17. Vendor shall provide training for personnel of the Village, including, but not limited to, the persons who Village shall appoint as Authorized Employees and other persons involved in the administration of the TSCP, regarding the operation of the Vendor System and the TSCP. This shall include training with respect to the Vendor System and its operations, strategies for presenting Infractions Data in court and judicial proceedings and a review of the Enforcement Documentation;

1.18. Interact with court and judicial personnel, including the Village's hearing officer to address issues regarding the implementation of the Vendor System, the development of a subpoena processing timeline that will permit the offering of Infractions Data in hearings and judicial proceedings, and coordination between Vendor, the Village and the Village's Hearing officer; and

1.19. Provide reasonable public relations resources and media materials to the Village in the event that the Village elects to conduct a public launch of the TSCP.

1.20. Notice of Infraction processing and Notice of Infraction re-issuance, as well as notice of hearing.

2. VILLAGE OBLIGATIONS. The Village shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Village's sole expense):

2.1.1. Appoint the Project Manager;

2.1.2. Assist Vendor in obtaining the Drawings from the relevant Governmental Authorities;

2.1.3. Notify Vendor of any specific requirements relating to the construction and installation of any Intersection or the implementation of the TSCP;

2.1.4. Assist Vendor in seeking the Approvals

2.1.5. Provide reasonable access to the Village's properties and facilities in order to permit Vendor to install and test the functionality of the Designated Intersections and the TSCP;

2.1.6. Provide reasonable access to the personnel of the Village and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;

2.1.7. Seek approval or amendment of Awareness Strategy and provide written notice to Vendor with respect to the quantity of media and program materials (the "Materials") that the Village will require in order to implement the Awareness Strategy during the period commencing on the date on which Vendor begins the installation of any of the Designated Intersection and ending six (6) months after the Installation Date;

2.1.8. Assist Vendor in developing the Red Light Infraction Criteria; and

2.1.9. Seek approval of the Enforcement Documentation.

2.1.10. The Village shall, on a form provided by Vendor, provide verification to the State Department of Motor Vehicles, National Law enforcement Telecommunications System, or appropriate authority indicating that Vendor is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

2.1.11. If feasible, and only after all necessary approvals have been obtained from utilities and other governmental entities with jurisdiction, Village shall allow Vendor to access power from existing power sources at no cost to Village and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the Village's jurisdiction.

2.1.12. The Police Department shall process each potential violation in accordance with State Laws and/or Village Ordinances within seven (7) business days of its appearance in the Police Review Queue, using Axsis™ to determine which violations will be issued as Citations or Notices of Violation or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the Village's control, or with the consent or approval of Vendor for extension.

2.1.13. Village shall provide access to the internet for the purpose of processing violations and adjudications.

2.1.14. Vendor shall, at no additional cost to the Village , provide Police Department / Adjudication workstation computer monitors for citation review and approval which should provide a resolution of 1280 x 1024, which shall be returned to Vendor in the event the Agreement is terminated.

2.1.15. For optimal data throughput, Police Department / Adjudication workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater. Vendor will coordinate directly with the Village's Information Technology (IT) Department on installation and implementation of the computerized aspects of the program.

2.1.16. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by Vendor .

2.1.17. In the event that remote access to the ATS Axsis VPS System is blocked by Village's network security infrastructure, the Village's IT Department and the counterparts at ATS shall coordinate to facilitate appropriate communications access while maintaining required security measures.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of Traffic Safety Camera Program systems and related equipment will be the sole responsibility of Vendor, including but not limited to maintaining the casings of the cameras included in the Vendor System and all other Equipment in reasonably clean and graffiti-free condition.

2. Vendor shall not open the Traffic Signal Controller Boxes without a representative of Miami-Dade County Traffic Engineering present.

3. The provision of all necessary communication, broadband and telephone services to the Designated Intersections will be the sole responsibility of the Vendor

4. The provision of all necessary electrical services to the Designated Intersections will be the sole responsibility of the Vendor.

5. In the event that images of a quality suitable for the Authorized Employee to identify Infractions cannot be reasonably obtained without the use of flash units, Vendor shall provide and install such flash units.

6. The Vendor Project Manager (or a reasonable alternate) shall be available to the Village's Project Manager each day.

EXHIBIT "D"
Infraction Processing

1. All Infractions Data shall be stored on the Vendor System;

2. The Vendor System shall process Infractions Data gathered from the Designated Intersection into a format capable of review by the Authorized Employee via the Vendor System;

3. The Vendor shall make the initial determination that the image meets the requirements of the Ordinance and this Agreement, and is otherwise sufficient to enable the Village to meets its burden of demonstrating a violation of the Ordinance. If the Vendor determines that the standards are not met, the image shall not be processed any further.

4. The Vendor System shall be accessible by the Authorized Employee 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;

5. Vendor shall provide storage capabilities for the Village to store infractions identified for prosecution for a period of time of not less than four (4) years after final disposition of a case.

6. Vendor shall provide the Authorized Employee with access to the Vendor System for the purposes of reviewing the pre-processed Infractions Data within seven (7) days of the gathering of the Infraction Data from the applicable Designated Intersections.

7. The Village shall cause the Authorized Employee to review the Infractions Data and to determine whether a Notice of Infraction shall be issued with respect to each Potential Infraction captured within such Infraction Data, and transmit each such determination to Vendor using the software or other applications or procedures provided by Vendor on the Vendor System for such purpose. VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICE OF INFRACTION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "NOTICE OF INFRACTION DECISION"), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF INFRACTION DECISION;

8. With respect to each Authorized Infraction, Vendor shall print and mail a Notice of Infraction within seven (7) days after Vendor's receipt of such authorization from the Village's Authorized Employee; provided, however, during the Warning Period, warning Infraction notices shall be issued in respect of all Authorized Infractions;

9. Vendor shall provide a toll-free telephone number, at its sole expense, for the purposes of answering citizen inquiries.

10. Vendor shall permit the Authorized Employee to generate monthly reports using the Vendor Standard Report System.

11. Upon Vendor's receipt of a written request from the Village and in addition to the Standard Reports, Vendor shall provide, without cost to the Village, reports regarding the processing and issuance of Notices of Infraction, the maintenance and downtime records of the Designated Intersections and the functionality of the Vendor System with respect thereto to the Village in such format and for such periods as the Village may reasonably request, without cost to the Village;

12. Upon Vendor's receipt of a written request from the Village at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the Village in prosecuting Infractions, before the Village's hearing officer, at no cost to the Village;

13. Vendor shall provide such training to Village personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Village with respect to the Red Light Enforcement Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon Village's request Vendor shall provide the Village with an expert in the hearing in that case at no cost to the Village.

14. During the Warning Period, Vendor shall implement a public relations program, in coordination with the Village and upon Village's approval, at no cost to the Village in accordance with the elements included in Vendor's proposal dated November 13, 2007.

15. Notice of Infraction Form. Vendor shall prepare and provide to Village a Notice of Infraction Form that provides, at a minimum, the following information:

    a. name and address of the owner of the vehicle involved in the infraction;

    b. the registration number of the vehicle involved in the infraction;

    c. a citation to the Village's Ordinance violated;

    d. the location of the intersection where the infraction occurred;

    e. the date and time of the infraction;

    f. a copy of the recorded image of the infraction;

    g. the amount of fee and charges imposed and the date by which the fee and charges must be paid or appealed;

    h. instructions on all methods of payment for the fee;

    i. a clear statement of the time limit to file an appeal and describing the procedure for appealing the infraction;

    j. a statement that the Village's traffic infraction officer has reviewed and observed the recorded images evidencing the violation of the Ordinance and has found reasonable and probable grounds to believe that an infraction has occurred and can identify the license tag number of the violating vehicle; and,

k. a conspicuous statement, printed on larger font than the remaining statements on the Notice of Infraction, and bolded, stating that if the owner of the vehicle fails to pay the civil fee within the time allotted, or fails to timely appeal the infraction, the owner shall be deemed to have waived his or her right to contest the infraction, and has admitted to the infraction reflected in the Notice of Infraction.

16. Vendor agrees that the Village shall have the right to review and approve the form Notice of Infraction prior to its use, and that in the event Village determines additional information should be included in the Notice of Infraction, Vendor shall modify the Notice of Infraction form, at its sole expense, to comply with those requirements.

17. For any Village using ATS lockbox or epayment services, Vendor will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at U.S. Bank. All funds collected on behalf of the Customer will be deposited in this account and transferred by wire the first business day of each week to the Customer's primary deposit bank. The Customer will identify the account to receive funds wired from U.S. Bank. If desired, Customer will sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer's financial interest in said U.S. Bank account is preserved.

18. Vendor is authorized to charge, collect and retain a convenience fee of $4.00 each for electronic payments processed. Such fee is paid for by the violator.

Exhibit "E"

Additional Rights and Obligations

Vendor and the Village shall respectively have the additional rights and obligations set forth below:

1. Vendor shall assist the Village 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 TSCP, as offered in the Vendor's proposal.

2. Vendor shall be solely responsible for installing such Signage as required by Village Ordinance. The Vendor 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 Village and County Ordinances, State Statutes, and Florida Department of Transportation (FDOT) Regulations and shall assist in determining the placement of such Signage. Vendor shall be responsible for obtaining all necessary approvals from Governmental Authorities.

3. The Vendor Project Manager and the Project Manager shall meet on a weekly basis during the period commencing as of the date of execution hereof and ending on the termination of the Warning Period Date, and on a monthly basis for the remainder of the Term, at such times and places as the Vendor Project Manager and the Village Project Manager shall mutually agree.

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

5. The Village shall maintain the confidentiality of any username, password or other process or device for accessing the Vendor System or using the TSCP.

6. Each of Vendor and the Village 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 Vendor and the Village shall reasonably follow any and all such rules and regulations.

7. The Village shall promptly reimburse Vendor for the cost of repairing or replacing any portion of the Vendor System, or any property or equipment related thereto, damaged solely

and directly by the Village, or any of its employees, contractors or agents. In all other instances, such costs shall be solely the Vendor's costs.

EXHIBIT "F"
COMPENSATION & PRICING

Per Paid Fee
There will be no charge to Village during the Warning Period, and Vendor shall not receive any compensation for any notices sent during the Warning Period.

At the conclusion of the Warning Period, and once Notices of Infractions are issued, Vendor shall be compensated as follows:

Per Camera Paid Notices

1st Tier Fee: First 2 paid notices per day in a month, per camera (i.e. first 60 paid per month)
$47.50

2nd Tier Fee: Next 2 paid notices per day in a month, per camera (i.e. 61-149 paid per month)
$27.50

3rd Tier Fee All other paid notices in a month, per camera (i.e. 150+ paid per month)
$17.50

Following the change of State Law as contemplated in Section 10.6, if the average number of paid notices is 2 or fewer per day in a month, per camera the Vendor shall receive all revenues collected for the billing period.

Vendor shall have the right of first refusal to provide collections services for this program, the collection methods and compensation for which shall be determined by the parties in an addendum to this Agreement.