



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:	\$ <u>15,357.94</u>
Net program proceeds:	\$ <u>43,717.06</u>
 Total due and now payable	 \$ <u>43,717.06</u>
 May service invoice amount	 \$ 108,540.00
Less total due and now payable	\$ <u>43,717.06</u>
Balance to be carried forward	\$ <u>64,822.94</u>
 Previous balance	 \$1,675,214.88
Balance to be carried forward	\$ <u>64,822.94</u>
Total balance carried forward	\$ <u>1,740,037.82</u>

Thank you,

C Sanchez

Cindy Sanchez
Senior Accounting Manager

LINE NO	PRG	PRG	QTY	UNIT	AMOUNT
01	43205	52399	180		43,717.06

APPROVED BY *Wayne Jura* DATE JUL 02 2008



15020 North 74th. ST.
Scottsdale, AZ 85260

Invoice

Invoice Number 16673		Invoice Date 30-JUN-08		Invoice Currency USD	
Customer No. 1081		Ship Date		Shipping No.	
To:	City of Buenaventura Attn: Lt Quinn Fenwick 1425 Dowell Drive Ventura, CA 93003			Ship To:	

Line	Description	UOM	Quantity	Unit Price	Total Net
1	June 2008 - Intersection Flat Fees		0	0.00	0.00
2	Johnson & Bristol		1	6,288.00	6,288.00
3	Foothill & Victoria		1	6,288.00	6,288.00
4	Johnson & Northbank		1	6,288.00	6,288.00
5	Main & 101		1	6,288.00	6,288.00
6	Main & Lemon Grove		1	6,288.00	6,288.00
7	Main & Mills		1	6,288.00	6,288.00
8	Mills & Dean		1	6,288.00	6,288.00
9	Mills & Telegraph - N/B		1	6,288.00	6,288.00
10	Telegraph & Day		1	6,288.00	6,288.00
11	Thompson & Seaward		1	6,288.00	6,288.00
12	Victoria & Moon		1	6,288.00	6,288.00
13	Victoria & Olivas Park		1	6,288.00	6,288.00
14	Victoria & Ralston		1	6,288.00	6,288.00
15	Victoria & Telegraph		1	6,288.00	6,288.00
16	Victoria & Telephone #1		1	6,288.00	6,288.00
17	Victoria & Telephone #2		1	6,288.00	6,288.00
18	Victoria & Valentine		1	6,288.00	6,288.00
19	California St & Thompson Blvd - NB		1	6,288.00	6,288.00

Terms:	30 NET
Invoice Total:	\$ 113,184.00
Please Pay this Amount:	\$ 113,184.00



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Dear Customer

**Please do not hesitate to contact me if you have any questions
Regarding this invoice:**

Manuela F. Marioth (Ela)

Accounts Receivable Lead
mmarioth@redflex.com

Tel: 480-998-8509

REMARKS	REFERENCE	NET AMOUNT
15799		45,246.06

PLEASE DETACH BEFORE CASHING

PAYABLE AT VENTURA MAIN BRANCH BANK OF AMERICA NT & SA VENTURA, CALIFORNIA 01 FUNDS: 45,246.06	TO THE CITY TREASURER CITY OF SAN BUENAVENTURA VENTURA, CALIFORNIA	16-66 1220
GENERAL	330096	CHECK NUMBER 330096
VOID AFTER 180 DAYS 24-Jul-2008	DATE	THE AMOUNT OF \$45,246.06
Forty Five Thousand Two Hundred Forty Six and 06/100 Dollars *****		
PAY TO THE ORDER OF REDFLEX TRAFFIC SYSTEMS INC. 15020 N. 74TH STREET SCOTTSDALE AZ 85260	COPY NOT NEGOTIABLE TWO SIGNATURES REQUIRED	




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.