

- 9.6.9. Variation. The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverage, scope, limits and form of such insurance are either not commercially available or that the City's interest are otherwise fully protected.
- 9.6.10. Reporting Damages. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Redflex shall immediately notify the City Risk Manager's office by telephone at 510-790-7270, and Redflex shall promptly submit to the City's Risk manager and the City's Administrator a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Redflex's insurance company, and (d) a detailed description of the damage and whether any City property was involved.
10. Notices. Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:
- 10.1. Notices to Redflex:
- Redflex Traffic Systems, Inc.
15020 North 74th Street
Scottsdale, AZ 85260
Attention: Ms. Karen Finley
Facsimile: (480) 607-5552
- 10.2. Notices to the City:
- City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attention: Chief of Police
- With a copy to:
- City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attention: City Manager
Facsimile: (510) 794-2306
11. 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