

C-14-132
refer to
C-07-188

**EXTENSION OF AND THIRD AMENDMENT TO
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ELK GROVE
AND
REDFLEX TRAFFIC SYSTEMS, INC.
FOR
PHOTO RED LIGHT ENFORCEMENT PROGRAM**

This Third Amendment ("Third Amendment") is made as of the date of the last signature contained herein ("Effective Date") by and between the City of Elk Grove, a California municipal corporation ("City") and Redflex Traffic Systems, Inc. ("Redflex" or "Contractor"), a Delaware corporation, and hereby amends the Professional Services Agreement Between the City and Redflex for Photo Red Light Enforcement Program executed on or about May 23, 2007, as contract number C-07-188 ("Agreement"), the Extension of and First Amendment to the Professional Services Agreement Between the City and Redflex for Photo Red Light Enforcement Program executed on or about December 16, 2011, as contract number C-11-461 ("First Amendment"), and the Second Amendment executed on or about October 31, 2011, as contract number C-11-462 ("Second Amendment"); the Agreement, First Amendment, Second Amendment, and this Third Amendment are collectively referred to herein as "Contract."

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the City desires to continue to engage the services of Redflex to provide certain equipment, processes and professional services so that authorized City staff are able to monitor, identify and enforce red light running violations; and

WHEREAS, it is a mutual objective of both Redflex and the City to reduce the incidence of vehicle collisions at the traffic intersections and City streets that will continue to be monitored pursuant to the terms of the Contract as expressly modified herein; and

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 amend the Contract as follows:

AMENDED TERMS AND CONDITIONS

1. Incorporation of the Contract. It is the intent of the City and Redflex to continue to be bound by all terms and conditions of the Agreement, First Amendment, and Second Amendment, all of which are expressly incorporated into this Third Amendment by this reference, except as expressly changed by this Third Amendment. In the event of a conflict between the contract documents and this Third Amendment, the terms of this Third Amendment shall control.

2. **Extension of Term.** The **Term** of the Contract shall be extended for an additional three (3) years (hereinafter the "**Second Renewal Term**") commencing as of the Effective Date, with the option, in the City's sole discretion, to extend the Contract for up to two additional successive one year terms by providing written notice to Redflex not less than thirty (30) calendar days prior to the last day of the then current term. In the event the City exercises its option to extend the Second Renewal Term, the terms of the Contract, as amended herein, shall remain the same unless expressly modified in a writing signed by the City and Redflex.

During the Contract Term, including with First and Second Renewal Term and any subsequent extensions, ownership of the Redflex System shall remain with Contractor. Upon termination or expiration of the Contract, Contractor shall be solely responsible for the dismantling and removal of the Redflex System from the location of each intersection. Contractor also agrees that it will be solely responsible for the restoration of intersections, streets and sidewalks to their original condition for each cameral location.

3. **Violation Review Station.** Provision 4.7 (Violation Review Station) of the Agreement is hereby deleted in its entirety and replaced with the following:

Contractor will provide the following IT equipment to support the Red Light Photo Enforcement Program ("IT Equipment"):

- A. One (1) laptop workstation, with specifications approved by the City;
- B. One (1) workstation computer with monitor meeting the specifications attached hereto and incorporated herein as Attachment 1;
- C. One (1) HP LaserJet Pro 400 color Printer M451dw2; and
- D. Three (3) Dell XPS 11 2 in 1 Ultrabook tablets meeting the following specifications:
 - a. Operating: Windows 8.1 Pro
 - b. Memory: 4GB DDR3L-RS
 - c. Processor: 4th Generation Intel Core i3-4020 processor (3M Cache, 1.5 GHz)..

All IT Equipment shall remain the property of Contractor to be used by the City for citation approval, violation video viewing appointments, court hearings, and other operational functions related to the Red Light Photo Enforcement Program. Contractor shall repair, maintain and replace the IT Equipment as often as necessary to ensure it is fully functional and meets City's needs throughout the full term of the Contract. Contractor shall, at the reasonable request of the City, install any software and/or hardware updates, upgrades or replacements and/or replace the IT Equipment at its sole cost and expense.

4. Survival. Provision 13.17 (Survival) of the Agreement is hereby deleted in its entirety and replaced with the following:

Notwithstanding the foregoing, the definitions and the provisions of each of the following shall survive the termination of this Contract: Section 5.0 (Reservation of Rights), 6.1 (Contractor Representations and Warranties), 6.2 (City Representations and Warranties), 7.3 (Procedures Upon Termination), 8.0 (Confidentiality), 9.0 (Indemnification and Liability), 11.0 (Notices), 12.0 (Dispute Resolution), 13.1 (Assignment), 13.17 (Survival), 13.18 (Applicable Law), and 13.18 (Jurisdiction and Venue), the Second Amendment in its entirety, and those provisions, and the rights and obligations set forth in the Contract, as may be amended, which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration of termination of the Contract, or shall survive to give effect to the provisions of this Contract.

5. Compensation and Pricing. Commencing as of the Effective Date of this Third Amendment, Redflex shall be compensated at the rates set forth in the Amended Exhibit "D" (Compensation and Pricing) ("Amended Exhibit "D""), which is attached hereto and incorporated herein by reference; this Amended Exhibit "D" is intended to replace, in its entirety, Exhibit "D" (Compensation and Pricing) of the Agreement.
6. Elimination of Approach. At Contractor's request, City agrees to eliminate the left turn approaches at the intersections of Bruceville Blvd./Laguna Blvd. and Franklin Blvd./Laguna Blvd. provided that any changes to those systems do not affect any other operations at those intersections. Contractor must give City not less than 30 days' written notice of its schedule (date and time) for removing and/or modifying any equipment needed to eliminate the left turn approaches; which schedule must be approved by the City in writing and be at a time and date that shall create the least disturbance to the City and general public. Contractor must obtain all necessary permits, approvals and comply with all applicable laws in removing and/or modifying the equipment at these two intersections. The elimination of the left turn approaches stated herein shall be at the sole cost and expense of Contractor.
7. New Approach. The City agrees to approve the placement of one (1) new Designated Intersection Approach, at a mutually agreeable location, within 18 months of the Effective Date. This new approach must include, at City's option, up to 6 lanes, including two left turns with the mutual agreement of City and Contractor, in consideration of the results of the traffic survey and potential for hazards. The installation of the new approach shall be at Contractor's sole cost, and Contractor shall own all equipment throughout the Term of the Contract. Contractor must obtain an encroachment permit from the City for the new approach and comply with all other requirements of the City. Contractor shall pay City all costs City incurs as a result of the

installation of the new approach, including without limitation, costs related to design review, encroachment permits, addressing issues with existing infrastructure, and inspection of the new installation. All work conducted by Contractor must have prior approval of both the City's Public Works and Police Departments.

Contractor shall be compensated for the new approach at the rates set forth on the Amended Exhibit "D."

8. Relocation of Existing Approach. City has the option, in its sole discretion, to relocate an existing Designated Intersection Approach within the existing intersection, subject to City's reimbursement to Contractor of Contractor's direct cost related to the relocation. At the request of City, Contractor shall prepare for City's consideration a cost proposal that shall include all costs Contractor will incur to relocate an existing Designated Intersection Approach within the existing intersection. Contractor shall not undertake any work to relocate an existing Designated Intersection Approach without the express written consent of the City, signed by the City Manager.
9. New and Existing Infrastructure. In addition to the obligations set forth in the Contract, Contractor shall repair, at its expense, any destruction to, or disturbance of, any infrastructure related to the Red Light Photo Enforcement Program, including without limitation, induction loop replacements, pavement and sidewalk repair.
10. Signage. The following is added to section 4.6 (Roadway Signage) of the Agreement as if set forth in full therein:

Contractor shall be solely responsible, at its expense, for replacing, moving, changing, or otherwise modifying signage to remain compliant with the law at all times during the Term of the Contract, as may be amended.
11. Services. The following is added to section 4.1.1 (Services) of the Agreement as if set forth in full therein:

Contractor shall be solely responsible, at its expense, for replacing, moving, changing, or otherwise modifying Redflex Systems to remain compliant with the law at all times during the Term of the Contract, as may be amended.
12. Prevailing Wage. Pursuant to the applicable California Labor Code, Contractor, including any subcontractor, shall not pay less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.
13. Liens, Claims, Encumbrances. Contractor shall ensure at all times that there are no liens, claims, or encumbrances on the Redflex Systems, except those that are authorized by the City in writing, or against the City, including City property. Notwithstanding any other provision or term of the Contract, the City shall have no obligation to make any payments until Contractor has cleared, satisfied and/or provided evidence of released of any and all

liens, claims and encumbrances and provided the required documentation, guarantee and assurance in writing to the satisfaction of the City.

14. Notices. Provision 11.0 (Notices) of the Agreement is amended in part as follows:

Notices to the City:
Elk Grove Police Department
Attn.: Chief of Police
8380 Laguna Palms Way
Elk Grove, CA 95758

With a copy to:
City of Elk Grove
Attn.: City Attorney's Office
8401 Laguna Palms Way
Elk Grove, CA 95758

15. Enforceability of Non-Amended Terms and Conditions. Except as expressly amended in writing in this Third Amendment, the terms and conditions of the Agreement, First Amendment and Second Amendment, and any and all attachments and exhibits attached thereto and incorporated herewith by reference shall be unchanged and shall remain enforceable and in full force and effect.
16. Execution And Counterparts. This Third Amendment may be signed in counterparts, and each counterpart shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that such counterpart shall be effective and enforceable on or about the date of the last required signature.
17. Covenant of Further Assurances. All parties to this Third Amendment shall take, undertake, approve, sanction, and perform, in full, any and all acts and activities and execute and deliver any and all certificates, documents, permits, licenses, agreements, contracts, written instruments and other papers deemed necessary and appropriate for successful and complete compliance with each and every term and condition of this Third Amendment.
18. Authority to Execute. The undersigned individuals hereby warrant and represent that they have full authority to execute this Third Amendment on behalf of the entities for which they have signed.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as set forth below.

Approved as to form:

Redflex Traffic Systems, Inc.

By: Virginia O'Malley
Counsel for Redflex Traffic Systems, Inc.
Name: Virginia O'Malley

By: [Signature]
Name: James Saunders

Title: CEO, Redflex Traffic Systems, Inc.

Approved as to form:

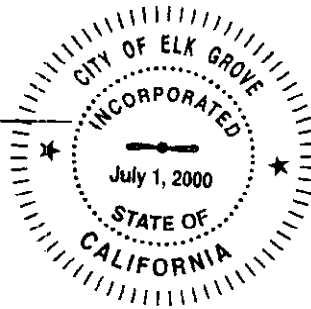
CITY OF ELK GROVE

By: [Signature] 4/10/14
Jonathan P. Hobbs, City Attorney

By: Laura S. Gill
Laura S. Gill, City Manager

Attest:

By: [Signature]
Jason Lindgren, City Clerk
Date: April 14, 2014



AMENDED EXHIBIT "D"
Compensation and Pricing

1. Existing Approaches. Commencing upon the Effective Date of the Third Amendment, City shall pay Contractor a "fixed price not to exceed" fee per month for each Designated Intersection Approach. The "fixed price not to exceed" fee shall be based on the number of years the Designated Intersection Approach has been in service following the Installation Date as follows ("Tiered Price Schedule"):

Years in service	Fixed price not to exceed / Designated Intersection Approach per month
0-4.99	\$4696.00
5.0-6.99	\$4196.00
7.0-9.99	\$2000.00
10.0+	\$1500.00

Contractor shall automatically adjust its invoices to reflect the Tiered Price Schedule above as each Designated Intersection Approach moves into a new price tier.

The Designated Intersection Approaches and Installation Dates are set forth in the table below:

Designated Intersection Approach	Installation Date	Years in Service (As of 3/1/2014)
Bond Rd. and Elk Grove-Florin Rd.	3/28/2012	1.93
Elk Grove Blvd. and Bruceville Rd.	5/14/2010	3.80
Laguna Blvd. and Laguna Springs Dr.	3/23/2009	4.94
Franklin Blvd. and Laguna Blvd.	12/31/2007	6.17
Bruceville Rd. and Laguna Blvd.	12/21/2007	6.20

2. New Approach. For the new Designated Intersection Approach provided for in Section 7 (New Approach) of this Third Amendment, Contractor shall not charge City any fee for the first three (3) calendar years following the Installation Date. Once the new Designated Intersection Approach has been in operation for three (3) calendar years following the Installation Date, the new Designated Intersection Approach shall be placed on the Tiered Price Schedule, commencing in its fourth year in service (i.e., 3.01 on the Tiered Price Schedule), and Contractor shall commence invoicing City in accordance with the Tiered Price Schedule. All other new approaches, if any, will be invoiced in accordance with the above Tiered Price Schedule commencing with the first tier (0-4.99 years). Notwithstanding the foregoing, the City shall have no obligation to extend the Contract beyond Second Renewal Term, as further set forth in Section 2 (Extension of Term) of this Third Amendment.

3. Business Assumptions For All Compensation and Pricing.

- A. Additional conduit and/or construction costs that are necessary in order to accommodate installation of the Redflex System(s) and each Designated Intersection installed under the terms of the Contract, as amended, shall be at Contractor's sole and exclusive expense.**
- B. City agrees to pay Contractor within forty-five (45) days after the invoice is received for all undisputed invoices.**
- C. Contractor agrees and understands that renewal of this Contract in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.**

ATTACHMENT 1

Workstation computer: One (1) work station computer meeting the following specifications:

OPTIPLEX 9010 SMALL FORM FACTOR CONFIGURATION

Module	Description	Product Code	Sku	ID
Processors	3rd Gen Intel® Core™ i7-3770S Processor (Quad Core, 3.10GHz, 8MB, w/ HD4000 Graphics)	VI73770	[318-2206]	2
Operating System(s)	Windows 7 Professional, No Media, 64-bit, English	W7PN61E	[330-6228] [421-5334] [421-5606] [421-8276]	11
OptiPlex 9010 Ultra Small Form Factor	OptiPlex 9010 Ultra Small Form Factor Up to 90°; Efficient PSU	9010USE	[225-2669]	1
Memory	6GB, NON-ECC, 1600MHZ DDR3,2DIMM	6G3N162	[317-8986]	3
Removable Media Storage Device	8X Slimline DVD+/-RW	DRM8	[318-0620] [318-2231]	16
Graphics Cards	Intel Integrated Graphics,W/O	INTVID	[320-3184]	6
Monitors	No Monitor	NMON	[320-3704]	5
Monitors	Dell UltraSharp®; U2312H 23 Inch Monitor with Adj Stand, Widescreen, VGA/ DVI/ DP	U2312H	[320-2731]	496
Boot Hard Drives	320GB 2.5 SATA 3.0Gb/s with 16MB DataBurst Cache®;	320GS2	[342-4709]	8
Systems Management Mode	No Out-of-Band Systems Management	NOVPRO	[331-5540]	15
Energy Efficiency Options	No ESTAR Settings	NOESTAR	[331-8325]	25
Keyboard	Dell KB212-B USB 104 Quiet Key Keyboard,English	EUSBE	[331-9586]	4
Mouse	Dell MS111 USB Optical Mouse	USBOP	[330-9458]	12
Setup and	No Tech Sheet	NOTSH	[310-9444]	40

Features Information Tech Sheet				
Power Supply	OptiPlex 9010 Ultra Small Form Factor Up to 90 Percent Efficient Power Supply	USFFPSE	[318-1741] [330-7422] [331-5868]	20
Thermals	Heat Sink, Mainstream, Ultra Small Form Factor	MAINSTS	[331-1182]	17
Speakers	Dell AX510 Sound Bar for all UltraSharp Flat Panel Displays (Black)	AX510	[313-6414]	18
Security Hardware	Chassis Intrusion Switch Option	SWITCH	[317-2828]	38
Low Power Mode	1 Watt ready low-power mode	LOWPER	[310-1959]	39
Documentation	OptiPlex 9010 Documentation English and French	DOCEF	[330-1711] [340-ABSZ]	21
Resource DVD	No Resource DVD	NORDVD	[313-3673]	27
Ship Packaging Options	Shipping Material for System, Ultra Small Form Factor	USFSHIP	[331-1271]	41
Processor Branding	Intel Core i7 Desktop Sticker	ICI7DT	[331-1565]	749
Hardware Support Services	3 Year Basic Hardware Service with 3 Year NBD Limited Onsite Service After Remote Diagnosis	U3OS	[935-6167] [939-1018] [939-2491] [991-2878] [996-1172]	29
Keep Your Hard Drive	Keep Your Hard Drive, 3 Years	KYHD3Y	[984-0092]	159