



City Council Agenda Report

Item # _____

Meeting Date: January 14, 2012 ²⁰¹³

Subjects: Redflex Traffic Systems Inc. Photo Red Light Enforcement Program Contract Amendment

Recommended Action

Staff recommends Council approve the amended agreement with Redflex Traffic Systems Inc. to continue providing photo red light enforcement program services.

Background

In March of 2007 the City of Daly City entered into an agreement with Redflex Traffic Systems Inc. to provide photo red light enforcement program services. That agreement is due to expire in March of 2013. Staff would like to execute the amended agreement offered by Redflex Traffic Systems Inc.

Discussion

In March of 2007, the City entered into an agreement with Redflex Traffic Systems Inc. to provide photo red light enforcement program services. As the end of that agreement approaches, Staff entered into negotiations with Redflex Traffic Systems Inc. Redflex has agreed to continue providing the red light photo enforcement program services at a decreased Designated Intersection Approach fee of \$5520.00 per month for each of the four locations, as opposed to the current Designated Intersection Approach fee of \$6000.00 per month for each location. The amended contract will decrease our monthly fees by \$1920.00 or \$23040.00 per year.

Fiscal Impact

Funding is available in the Traffic Enforcement Fund budget in the Other Contractual Services line item. The amended agreement will result in a decrease of \$1920.00 per month, or \$23040.00 per year.

Summary/Conclusions

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

Patrick Hensley
Captain

Manuel Martinez Jr.
Chief of Police

cc: City Clerk
City Manager
City Attorney

**AMENDMENT TO THE EXCLUSIVE AGREEMENT
BETWEEN
THE CITY OF DALY CITY, CALIFORNIA
AND
REDFLEX TRAFFIC SYSTEMS, INC.
FOR
PHOTO RED LIGHT ENFORCEMENT PROGRAM**

This Amendment ("Amendment"), effective on January 14, 2013, is made to the Agreement for Photo Red Light Enforcement Program (the "Agreement") executed on or about May 11, 2007 between Redflex Traffic Systems, Inc. ("Redflex"), a Delaware Corporation with offices located at 5835A Uplander Way, Culver City, California 90230 and The City of Daly City, a municipal corporation with offices at 333 90th Street, Daly City, California 94015 (the "Customer" or "City"), individually a "Party" and collectively referred to as the "Parties".

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 Customer desires to continue to engage the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Customer are able to monitor, identify and enforce photo red light violations; and

WHEREAS, the Parties desire to modify and amend certain provisions of the Agreement;

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 Agreement as follows:

AMENDED TERMS AND CONDITIONS

1. Modifications to Paragraph 2 "Term". Paragraph 2 is hereby deleted in full and replaced with the following language quoted below:

"TERM. The term of the Agreement ("Term") commences as of the effective date of this Amendment and will continue for a period of five (5) years thereafter and shall renew automatically for two (2) additional one (1) year terms (the "Renewal Terms") following the expiration of the Term. The Customer may exercise the right not to renew for the Renewal Term only by providing advanced written notice to Redflex not less than thirty (30) calendar days prior to the last day of the Term or the initial Renewal Term, as the case may be."

2. Modifications to Exhibit "D". Exhibit "D" is hereby modified as follows, solely relating to the monthly fee for each Designated Intersection Approach. All of the other terms and conditions contained in Exhibit "D", and as otherwise amended, shall remain in full force and effect, except as expressly stated below:

"Commencing on the effective date of this Amendment, for each Designated Intersection Approach, Customer shall be obligated to pay Redflex a fixed fee of \$5,520.00 per month for each Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement."

3. Upon execution of the contract, Redflex Traffic Systems, Inc. will provide mutually agreed upon upgrades to the currently installed approaches within the city. Upgrades may include but are not limited to: adding auxiliary cameras or replacing the currently deployed camera equipment. Installation of mutually agreed upon upgrades will be completed within 90 days of the execution of this Amendment and are included within the pricing of this contract. Any mutual agreed upon upgrades shall be in writing and signed by both RTSI Account Management and the Project Manager for the Daly City Police Department

4. Enforceability of Non-Amended Terms and Conditions. Except as expressly amended in writing in this Amendment, the terms and conditions of the Agreement and any and all amendments, attachments and exhibits attached thereto and incorporated herewith by reference shall be unchanged and shall remain enforceable and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as set forth below.
Approved as to form, content and legality:

DALY CITY, A MUNICIPAL CORPORATION

By: Patricia E. Martel
Name: Patricia E. Martel

Title: City Manager

Date: 02/06/13

REDFLEX TRAFFIC SYSTEMS, INC.,
a Delaware Corporation

By: Karen Finley
Name: Karen Finley

Title: CEO

Date: 1-4-13