

C-17-120  
refer to  
C-07-188



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

THIS FOURTH AMENDMENT TO CONTRACT ("Fourth 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"), the Second Amendment executed on or about October 31, 2011, as contract number C-11-462 ("Second Amendment"), and the Third Amendment executed on or about April 14, 2014, as contract number C-14-132 ("Third Amendment"); the Agreement, First Amendment, Second Amendment, Third Amendment and this Fourth Amendment are collectively referred to herein as "Contract."

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Redflex agree to as follows:

1. Incorporation of the Contract. It is the intent of the City and Reflex to continue to be bound by all terms and conditions of the Contract, all of which are expressly incorporated into this Fourth Amendment by this reference, except as expressly changed by this Fourth Amendment.



2. Extension of Term. The City hereby exercises its option to extend the Contract, as set forth in Section 2 (Extension of Term) of the Third Amendment; the Contract is hereby extended and shall terminate on April 30, 2019, unless modified or earlier terminated as provided for by the terms of the Contract.

3. Deletion of Provisions Relating to Installation of New Approach. Section 7 (New Approach) of the Third Amendment and Section 2 (New Approach) of the Amended Exhibit "D" (Compensation and Pricing) to the Third Amendment are hereby deleted in their entirety; the City shall have no liability or obligation to Redflex related to a new approach not being installed during the term of the Third Amendment.

4. Amendment to Tiered Price Schedule. The first tier of the Tiered Price Schedule contained within Section 1 (Existing Approaches) of the Amended Exhibit "D" (Compensation and Pricing) to the Third Amendment is hereby deleted, and the Tiered Price Schedule is amended as follows:

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

All other terms and conditions contained within Section 1 (Existing Approaches) of the Amended Exhibit "D" (Compensation and Pricing) to the Third Amendment remain unchanged, except as otherwise modified herein.

5. Authority to Execute. The person or persons executing this Fourth Amendment on behalf of Redflex warrant and represent that they have the authority to execute this Fourth Amendment on behalf of their respective agency and further warrant and represent that they have the authority to bind their agency to the performance of its obligations hereunder.

6. Entire Agreement. The Contract, as defined above, constitutes the entire agreement between City and Redflex concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

7. Construction and Enforceability. Redflex and City agree and acknowledge that the provisions of this Fourth Amendment have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Redflex Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Redflex Amendment shall not be resolved against the drafting party.

[CONTRACT CONTINUED ON NEXT PAGE]



AGREED to this 23 day of March, 2017 by the parties as follows.

Approved as to form:

**Redflex Traffic Systems, Inc.**

By: N/A  
**Counsel for Redflex Traffic Systems, Inc.**

By: [Signature]

Approved as to form:

**CITY OF ELK GROVE**

By: [Signature]  
Jonathan P. Hobbs, City Attorney

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

Attest:

By: [Signature]  
Jason Lindgren, City Clerk  
Date: March 23, 2017

