

CITY OF NEWARK CALIFORNIA

AMENDMENT TO CONTRACT

WITH: REDFLEX TRAFFIC SYSTEMS, INC.

FOR: PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Amendment to the existing Agreement is made and entered into by and between the CITY OF NEWARK, a municipal corporation, hereinafter referred to as "City," and REDFLEX TRAFFIC SYSTEMS, INC. hereinafter referred to as "Redflex" this 14 day of January, 2010.

WHEREAS, on or about March 10, 2006 the parties entered into a contract for Redflex to provide services and equipment for the City's Photo Red Light Enforcement Program (the "Agreement"); and

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

NOW, THEREFORE, in consideration of the foregoing, City and Redflex mutually agree as follows:

1. Exhibit D to the Agreement, entitled "Compensation and Pricing" is hereby amended in its entirety to read as follows:

Commencing on the date of execution of this Agreement, City shall be obligated to pay Redflex a fixed fee of \$6,347 per month for each Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement.

All newly constructed red light camera systems beyond the existing five systems will be charged at \$6,500 per monitored approach.

Business Assumptions for All Pricing Options:

1. Redflex will be required to install new conduit for the system and shall bear all costs related to the installation of such conduit. Any such additional conduit shall become the exclusive property of the City upon termination of the Agreement.
2. Each year the pricing will increase by Consumer Price Index ("CPI") as published by the Bureau of Labor Statistics for the United States Department of Labor. If the Index 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 results as would be obtained if the Index had not been discontinued or revised. Any increase in compensation, other than as provided in the Agreement, shall be limited to the aforementioned CPI increase.

3. Redflex will not charge the City of any time Digital Redflex Photo Red Light System is not operational (defined as a material malfunction causing no violations to be captured) in excess of 48 hours. The down time will be measured in daily increments and shall be prorated on the monthly fee as held in this Agreement.

IN WITNESS WHEREOF, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

The City:

CITY OF NEWARK

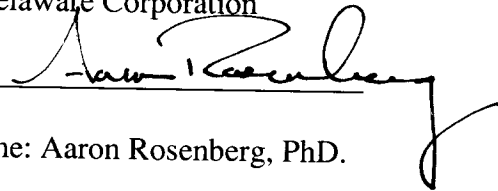
By: 

Name: David W. Smith

Title: Mayor

Redflex:

REFLEX TRAFFIC SYSTEMS, INC.,
a Delaware Corporation

By: 

Name: Aaron Rosenberg, PhD.

Title: Executive Vice President

~~APPROVED AS TO CONTENT:~~



Gary Galliano, City Attorney

ATTEST:



Sheila Harrington, City Clerk