

AMENDMENT NO. 2 TO AGREEMENT NO. 9613

11, Amendment No. 2 to Agreement No. 9613 (the "Second Amendment") dated June 2012, by and between the City of Napa, a municipal corporation (hereinafter "City"), and Redflex Traffic Systems, Inc., a Delaware corporation (the "Contractor").

RECITALS

- A. On or about June 3, 2008, City and Contractor entered into an Agreement titled "Agreement Between the City of Napa and Redflex Traffic Systems, Inc. for Automated Photo Enforcement Cameras – Agreement No. 9613" (the "Agreement") by which, generally, Contractor provides City with a set of digital traffic enforcement cameras and related services, in return for the City's payment of a fixed monthly fee in accordance with the payment provisions of the Agreement.
- B. On or about July 21, 2011, City and Contractor entered into an Amendment to the Agreement, titled "Amendment No. 1 To Agreement No. 9613" ("First Amendment").
- C. The Agreement (Section 5) provides for an initial three year term (ending June 17, 2011), with a right for the City to extend the term for up to three additional consecutive one year periods.
- D. Pursuant to the First Amendment, and in accordance with the Agreement, the City extended the term of the Agreement for one year, which extended term ends June 17, 2012.
- E. The City's obligations to compensate the Contractor are generally set forth in the Agreement Section 4, Paragraph 4.1., and detailed in Exhibit "B." to the Agreement ("Exhibit B"). The Agreement, Exhibit "B," Section 1, generally requires the City to pay the Contractor a fixed fee for each designated intersection approach at which the Contractor has installed red light cameras and the Contractor provides related services.
- F. The City and Contractor desire to amend the Agreement a second time, pursuant to the terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IN THIS SECOND AMENDMENT, THE PARTIES AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Second Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement (as amended by the First Amendment) unless specifically modified. All terms and conditions set forth in the Agreement (as amended by the First Amendment) which are not specifically modified by this Second Amendment remain in full force and effect.

2. **TERM OF AGREEMENT.** The City expressly exercises its right to extend the term of the Agreement for one year, ending June 17, 2013. The Contractor expressly acknowledges and agrees to the extension of the term of the Agreement for one year, ending June 17, 2013, subject to a third annual extension of the term in accordance with the provisions of Section 5 of the Agreement.

3. **COMPENSATION.** The Agreement is hereby amended by deleting the portion of Exhibit "B" that is set forth in the first full paragraph that follows the first sentence ("1. Compensation. Subject to Agreement Section 8.3, the City shall pay Redflex the monthly fee per intersection identified below."), and replacing it with:

Eastbound Trancas Road at Big Ranch Avenue - \$1,500.

Southbound Jefferson Street at First Street - \$5,670.

Eastbound Highway 29 at Highway 121 - \$6,000.

Northbound Soscol Avenue at Imola Avenue - \$6,000.

4. **COMPENSATION.** The Agreement is hereby amended by deleting the portion of Exhibit "B" that is set forth in Section 2 (labeled "Increases to pricing."). Thus, the Compensation set forth in Second Amendment Section 3, above, shall not be increased based on CPI.

5. **ENTIRE AGREEMENT.** This Second Amendment together with the Agreement (as amended by the First Amendment) comprises the entire integrated understanding between the City and Contractor concerning the services described in this Second Amendment. This Second Amendment supersedes all prior negotiations, agreements and understandings regarding the additional services described in this Second Amendment, whether written or oral.

6. **SIGNATURES.** The individuals executing this Second Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Second Amendment on behalf of the respective legal entities of the Contractor and the City. This Second Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment

the day and year first above written.

CITY OF NAPA:

Richard Melton
(Signature)

RICHARD MELTON, CHIEF OF POLICE
(Type name and title)

CONTRACTOR:

Redflex Traffic Systems, Inc.

ATTEST:

Dorothy Roberts
(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

By:

Karen Finley
(Signature)

Karen FINLEY, CEO
(Print name and title)

By: *[Signature]*
(Signature)

COUNTERSIGNED:

Ann Mehta
(Signature)

Ann Mehta, City Auditor
(Type name and title)

[Signature]
(Print name and title)

APPROVED AS TO FORM:

[Signature]
(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

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