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10-11-2005
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**SECOND AMENDMENT TO AGREEMENT
FOR RED LIGHT PHOTO ENFORCEMENT SERVICES**

THIS SECOND AMENDMENT is made and entered into effective this 7TH day of NOVEMBER, 2005, by and between the CITY OF EL CAJON, a municipal corporation, hereinafter referred to as "City", and REDFLEX TRAFFIC SYSTEMS, INC., a California corporation, hereinafter referred to as "Contractor".

RECITALS

1. City and Contractor entered into that certain "AGREEMENT FOR RED LIGHT PHOTO ENFORCEMENT SERVICES" dated February 7, 2002 (the "AGREEMENT"), by which City and Contractor established the terms and conditions for the installation and support of an automated enforcement equipment program at various intersections within the City of El Cajon.

2. On June 25, 2004 City and Contractor instituted the FIRST AMENDMENT TO THE CONTRACT ("FIRST AMENDMENT") to comply with the terms of California Vehicle Code section 21455.5, as amended by AB 1022 and to extend the term of the Agreement.

3. This SECOND AMENDMENT TO THE AGREEMENT ("SECOND AMENDMENT") is necessary to revise the current compensation for Contractor's services to City in accord with the letter from Contractor to City dated August 22, 2005 and attached hereto as Exhibit "B".

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Section 2 of the Agreement is hereby amended to read as follows:

"2. Compensation.

"(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the sum of Five Thousand Three Hundred Seventy Dollars and No Cents (\$5,370.00) each month, a reduction from the sum of Six Thousand Three Hundred Dollars and No Cents (\$6,300.00) per month set out in the FIRST AMENDMENT, for each intersection where Camera Units are installed and operational, initially at the following locations:

- Intersection of Main and Mollison
- Intersection of Broadway and Mollison
- Intersection of Fletcher Parkway and Magnolia
- Intersection of Washington and El Cajon Boulevard
- Intersection of Jamacha/Second and Main
- Intersection of Washington and Mollison
- Intersection of Magnolia and Madison

“(b) Each month Contractor shall furnish to City an **original** invoice which includes the number of intersections where Camera Units were installed and fully operational for the prior month. Except as to any charges submitted by Contractor, which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor’s invoice.

“(c) Notwithstanding the above, should City elect, after initial installation, to modify the physical installation of Camera Unit(s), such modification will be billed by Contractor to City on a time and materials basis.

“(d) Contractor's fee shall include and Contractor shall be responsible for the payment of all Federal, State, and local taxes of any kind that are attributable to the compensation received.

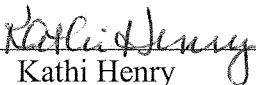
Section 2. Except as otherwise provided in this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

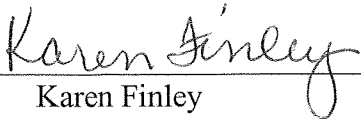
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IN WITNESS WHEREOF, the parties hereto have executed this SECOND AMENDMENT the date and year first above written.

City of El Cajon, a municipal corporation.

Redflex Traffic Systems, Inc., a California corporation

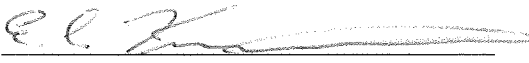
By 
Kathi Henry
City Manager

By 
Karen Finley
Vice-President of Operations

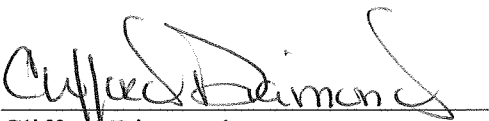
ATTEST:


Kathie Rutledge
City Clerk

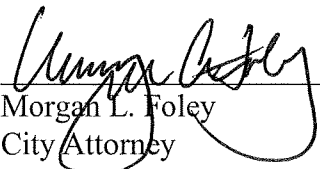
APPROVED AS TO CONTENT:


E.C. Krulikowski
Acting Director of Public Works

APPROVED AS TO CONTENT:


Clifford Diamond
Chief of Police

APPROVED AS TO FORM:


Morgan L. Foley
City Attorney



Redflex Traffic Systems, Inc.
15020 N. 74th Street
Scottsdale, AZ 85260
Tel: 480 607 0705
Fax: 480 607 0752
www.redflex.com

RECEIVED

AUG 25 2005

CITY OF EL CAJON
ENGINEERING DIVISION

August 22, 2005

Edward C. Krulikowski
City Traffic Engineer
Traffic Engineering Division
City of El Cajon
200 E. Main Street
El Cajon, CA 92020-3996

RE: Red Light Photo Enforcement Services

Dear Ed:

This letter is in response to your letter dated July 13, 2005 in which you responded to our proposal for program enhancements within the City and your thoughts on pricing. First let me apologize for the delay in responding; as you know I was on vacation and as such this took longer to resolve than anticipated.

Based on your letter, here is my understanding of the program enhancements:

- ① Amend the per approach service fee to \$5,370 per month.
- Add monitoring for the east bound direction of travel at Fletcher Pkwy/Magnolia at no additional cost to the City by adding an additional enclosure with cameras.
- Decommission the cameras at Broadway/Mollison leaving the infrastructure in place as a deterrent system.
- Engineering review of all existing intersections including Broadway/Mollison to determine if any of the current approaches would benefit from the new high resolution cameras. The review will commence within 60 days of signing any contract amendment that may be required.

A member of the Redflex Group

EXHIBIT B

- Upgrade existing intersection approaches with our streaming video solution at no additional cost to the City, including the development of a web page with secure log on access for viewing selected intersections. This upgrade would be based on mutually agreed upon intersections depending on the outcome of the Engineering review and/or City requirements.
- Possible addition of new system approaches at existing intersections, monitoring a different direction of travel.

If the above commitments meet with your approval please advise when the City will be sending through a contract amendment. Once the amendment is fully executed we can initiate project discussions for commencing the enhancements outlined above.

Sincerely,



Karen Finley
Vice President, Operations
For and on Behalf of Redflex Traffic Systems, Inc.