



**CITY OF ELK GROVE  
CITY COUNCIL STAFF REPORT**

**AGENDA TITLE:** Adopt resolution authorizing the City Manager to execute the Fourth Amendment to Contract #C-07-188 with Redflex Traffic Systems, Inc., extending the effective date to April 30, 2019 and Revising the Tiered Pricing Schedule

**MEETING DATE:** March 22, 2017

**PREPARED BY:** Nicole York, Senior Management Analyst

**DEPARTMENT HEAD:** Bryan Noblett, Chief of Police

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**RECOMMENDED ACTION:**

Staff recommends that the City Council of the City of Elk Grove adopt a resolution authorizing the City Manager to execute the Fourth Amendment to Contract #C-07-188 with Redflex Traffic Systems, Inc., extending the effective date to April 30, 2019, and revising the tiered pricing schedule.

**BACKGROUND INFORMATION:**

The City of Elk Grove entered into an agreement with Redflex Traffic Systems Inc. ("RTS") for red light traffic enforcement in May 2007. RTS has provided the City with the equipment, applications, and citation processes necessary for sworn officers of the City to monitor, identify and enforce red light violations in accordance with California Vehicle Code section 21455.5, et seq. RTS has provided the City reliable, consistent service through its equipment, technology and customer service. RTS is the longest operating company in the United States for camera road safety. RTS has been a supportive service provider to the City of Elk Grove, helping to provide a safer community by reducing the incidence of red light violations and associated risk and severity of vehicle collisions at traffic intersections and City streets.

The attached Fourth Amendment provides, in part, for the following:

1. Extends the term of the contract for an additional two years, from April 14, 2017 to April 30, 2019;
2. Amends the Tiered Price Schedule to provide a potential price savings on any new approaches from \$4,696 per month for the first five years to \$4,196 for the first seven years; and
3. Deletes the contract provision that required the City to install a new location during the term of the Third Amendment. The Elk Grove Police Department determined it was not necessary and did not initiate installation. Redflex has agreed to release the City from its obligation to install the approach.

All other terms of this contract shall remain unchanged, and any additional approaches, if any, would be negotiated and memorialized through a future contract amendment.

**FISCAL IMPACT:**

This Amendment does not require any additional commitment of funds.

**ATTACHMENTS:**

1. Resolution
2. Contract Amendment

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT  
TO CONTRACT #C-07-188 WITH REDFLEX TRAFFIC SYSTEMS, INC. EXTENDING  
THE EFFECTIVE DATE TO APRIL 30, 2019**

**WHEREAS**, the City entered into Contract #C-07-188 with Redflex Traffic Systems, Inc. (RTS) for red light camera operations in May 2007; and

**WHEREAS**, the City has determined that it wishes to exercise its option to renegotiate the terms of this Contract and extend the effective date to April 30, 2019; and

**WHEREAS**, RTS has provided the City with the equipment, applications, and citation processes necessary for sworn officers of the City to monitor, identify, and enforce red light violations; and

**WHEREAS**, the City and RTS continue to operate the red light traffic enforcement in accordance with California Vehicle Code section 21455.5, et seq; and

**WHEREAS**, RTS has been a supportive service provider to the City of Elk Grove, helping to provide a safer community by reducing the incidence of red light violations at traffic intersections and City streets; and

**WHEREAS**, the safety of Elk Grove's citizens is the City Council's primary concern; and

**WHEREAS**, it is in the best interest of the City to continue to receive services from RTS.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute the Fourth Amendment to Contract #C-07-188, with Redflex Traffic Systems, Inc. in substantially the form presented to the City Council extending the effective date to April 30, 2019.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 22<sup>nd</sup> day of March 2017.

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STEVE LY, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

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JASON LINDGREN, CITY CLERK

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JONATHAN P. HOBBS,  
CITY ATTORNEY



**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]

