

C-19-148
refer to
C-07-188



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

THIS FIFTH AMENDMENT TO CONTRACT ("Fifth 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"), the Third Amendment executed on or about April 14, 2014, as contract number C-14-132 ("Third Amendment") and the Fourth Amendment executed on or about March 23, 2017, as contract number C-17-120 ("Fourth Amendment"); the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth 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 Fifth Amendment by this reference, except as expressly changed by this Fifth Amendment.



City of Elk Grove
Redflex Traffic Systems, Inc.
Re: Red Light Enforcement Program

2. Extension of Term. The term of the Contract is hereby extended and shall terminate at 11:59 p.m. on April 30, 2020, with the option by City, in City’s sole discretion, to extend the Contract for one additional year, unless modified or earlier terminated as provided for by the terms of the Contract.

3. Amendment to Tiered Price Schedule. Commencing May 1, 2019, compensation to Redflex shall be paid at the all-inclusive, fixed monthly rate per intersection as set forth in the table below.

Intersection	Fixed price per month
Bond Rd. & Elk Grove- Florin Rd.	\$4,196.00
Elk Grove Blvd. & Bruceville Rd.	\$2,000.00
Laguna Blvd. & Laguna Springs Dr.	\$2,000.00
Bruceville Rd. & Laguna Blvd.	\$1,500.00
Franklin Blvd. & Laguna Blvd.	\$1,500.00

5. Authority to Execute. The person or persons executing this Fifth Amendment on behalf of Redflex warrant and represent that they have the authority to execute this Fifth 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 Fifth 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.

[SIGNATURE CONTINUED ON NEXT PAGE]



City of Elk Grove
Redflex Traffic Systems, Inc.
Re: Red Light Enforcement Program

AGREED to this 24 day of April, 2019, by the parties as follows.

Approved as to form:

Redflex Traffic Systems, Inc.

By: [Signature]
Counsel for Redflex Traffic Systems, Inc.

By: [Signature]
Mark Talbot, Group CEO

Approved as to form:

CITY OF ELK GROVE

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

By: [Signature]
Jason Behrmann, City Manager

Attest:
By: [Signature]
Jason Lindgren, City Clerk
Dated: April 26, 2019



C-20-070
refer to
C-07-188



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

THIS SIXTH AMENDMENT TO CONTRACT (“Sixth 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”), the Third Amendment executed on or about April 14, 2014, as contract number C-14-132 (“Third Amendment”), the Fourth Amendment executed on or about March 23, 2017, as contract number C-17-120 (“Fourth Amendment”), and the Fifth Amendment executed on or about April 24, 2019, as contract number C-19-148 (“Fifth Amendment”); the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth 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 Sixth Amendment by this reference, except as expressly changed by this Sixth Amendment.



City of Elk Grove
Redflex Traffic Systems, Inc.
Re: Red Light Enforcement Program

- 2. Extension of Term. The term of the Contract is hereby extended from April 30, 2020, and shall terminate at 11:59 p.m. on April 30, 2021, unless modified or earlier terminated as provided for by the terms of the Contract.
- 3. Authority to Execute. The person or persons executing this Sixth Amendment on behalf of Redflex warrant and represent that they have the authority to execute this Sixth 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 Sixth 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.

AGREED to this 12th day of February, 2020, by the parties as follows.

Approved as to form:

Redflex Traffic Systems, Inc.

By: *Robert A. Sartori*
Counsel for Redflex Traffic Systems, Inc.

By: *Mark Talbot*
Mark Talbot, Group CEO

Approved as to form:

CITY OF ELK GROVE

By: *Jonathan P. Hobbs*
Jonathan P. Hobbs, City Attorney

By: *Jason Behrmann*
Jason Behrmann, City Manager

Attest:

By: *Jason Rolf Lindgren*
Jason Lindgren, City Clerk

Dated: February 20, 2020

