

AGREEMENT BIBLIOGRAPHY

Agreement With:	Redflex Traffic Systems, Inc.
Agreement Type:	Monitoring and enforcement of red-light running violations
Date Approved:	07 24 2012
Start Date:	08 14 2012
End Date:	08 13 2015
Contract Amount:	See Agreement
Comments:	Amendment No. 2 Public Works – Engineering
Insurance Expiration:	04 01 2013
Date Archived:	



CITY OF GARDEN GROVE
OFFICE OF THE CITY CLERK

ward all official records of the City.
ct municipal elections and oversee legislative administration.
e reliable, accurate, and timely information to the
ouncil, staff, and the general public.

William J. Dalton
Mayor

Dina Nguyen
Mayor Pro Tempore

Bruce A. Broadwater
Council Member

Steven R. Johnson
Council Member

Kris Bevilacqua
Council Member

August 10, 2012

Redflex Traffic Systems, Inc.
23751 N. 23rd Avenue, Suite 150
Phoenix, AZ 85085-1854

Enclosed for your file is a copy of the Second Amendment of the Agreement by and between the City of Garden Grove and Redflex Traffic Systems to furnish material, equipment, licenses, applications and back office processor related to the SMARTCAM digital red light traffic enforcement cameras for monitoring and enforcement of red-light running violations at up to 25 approaches within the city of Garden Grove.

This Agreement was approved by the City Council at their meeting held on July 24, 2012.

Sincerely,

Kathleen Bailor, CMC
City Clerk

By: 
Teresa Pomeroy
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works/Engineering

PROFESSIONAL SERVICES AGREEMENT

REDFLEX TRAFFIC SYSTEMS, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT ("Second Amendment") is made to be effective as of the ~~24th~~ ^{24th} day of ~~August~~ ^{July} 2012 ("Effective Date"), by and between the CITY OF GARDEN GROVE, a municipal corporation ("CITY") and Redflex Traffic Systems, Inc., a Delaware corporation ("SERVICE PROVIDER") or ("REDFLEX"), with offices at 5835A Uplander Way, Culver City, California 90230. The City and Redflex are collectively referred to as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment is entered into pursuant to Garden Grove City Council authorization.
2. CITY and SERVICE PROVIDER previously entered into an Agreement, dated February 13, 2007, and a First Amendment to the Agreement, effective February 13, 2012, (collectively, the "Agreement") for the provision of services by SERVICE PROVIDER through and until August 13, 2012, to furnish all equipment, licenses, applications and back office processor related to the SMARTCAM digital red light traffic enforcement cameras for monitoring enforcement of red-light running violations at up to 25 approaches within the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish these services, and CITY desires to continue to utilize SERVICE PROVIDER to furnish these services.
4. Accordingly, CITY and SERVICE PROVIDER mutually desire to amend and extend the term of the Agreement as provided in this Second Amendment.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Extension of Term of Agreement.** The term of the Agreement shall be extended for an additional period of three (3) years, commencing August 14, 2012 through and until August 13, 2015. Following the expiration of the original term as described above, the Agreement shall be automatically extended for two (2) additional one (1) year terms (from the date of execution), unless either party provides written notification of its intent not to

extend the Agreement sixty (60) days prior to the expiration of any such term.

- 2. **Replacement of Exhibit "A"**. As of the Effective Date, Exhibit "A" to the Agreement ("Compensation & Pricing") shall be replaced in its entirety with the attached, revised Exhibit "A", which is incorporated herein by reference.
- 3. **Replacement of Exhibit "C"**. As of the Effective Date, Exhibit "C" to the Agreement ("Scope of Services") shall be replaced in its entirety with the attached, revised Exhibit "C", which is incorporated herein by reference.
- 4. Except as expressly amended pursuant to this Second Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

"CITY"

CITY OF GARDEN GROVE

Dated: 8/10, 2012

By: Maria Skips for
City Manager

ATTEST

"SERVICE PROVIDER"

REDFLEX TRAFFIC SYSTEMS, INC.

Kathleen Bailor
City Clerk

By: Karen Finley

Dated: August 10, 2012

Name: Karen Finley
Title: CEO

Dated: July 17, 2012

APPROVED AS TO FORM:

If SERVICE PROVIDER is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

[Signature]
Garden Grove City Attorney

Dated: July 18, 2012

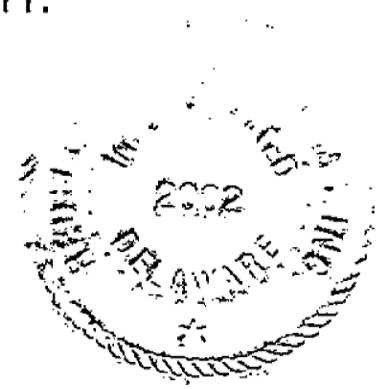


EXHIBIT "A"

COMPENSATION & PRICING

Fixed Monthly Fee

Tier One

Commencing on the effective date of this Second Amendment, the Customer shall be obligated to pay Redflex a fixed fee of \$2900.00 each month per Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement and for the continued operation of the following approaches:

Brookhurst Street and Chapman Avenue, Southbound
Brookhurst Street and Orangewood Avenue, Northbound
Brookhurst Street and Westminster Avenue, Northbound
Brookhurst Street and Westminster Avenue, Southbound
Harbor Boulevard and Trask Avenue, Southbound
Magnolia Street and Trask Avenue, Northbound
Trask Avenue and Harbor Boulevard, Eastbound
Trask Avenue and Magnolia Street, Westbound
Valley View Street and Chapman Avenue, Northbound
Valley View Street and Chapman Avenue, Southbound
Valley View Street and Lampson Avenue, Southbound

Tier Two

Commencing on the effective date of this Second Amendment, the following Designated Intersection Approaches shall continue operation with all of the services contemplated in this Agreement without fee, and shall be identified on invoicing thereafter as being without fee:

Chapman Avenue and Brookhurst Street, Westbound
Trask Avenue and Brookhurst Street, Westbound
Trask Avenue and Brookhurst Street, Eastbound

Tier Three

Compensation for Designated Intersection Approaches constructed after execution of this Agreement shall be a fixed fee mutually agreed upon by both parties.

The fee paid to Redflex Traffic Systems under this contract are for full a turnkey program, inclusive of all hardware, software and support services required to implement and maintain functional photo enforcement safety program, including but not limited to a program and process by which the monitoring, identification and enforcement of Violations is facilitated by the use of

certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles and/or their drivers. Redflex Traffic Systems shall have and maintain a valid California contractor's license prior to the installation of equipment or facilities, and shall use California licensed subcontractors. Services include Training Services, Citation Processing, Expert Witness, and System Maintenance.

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Each year, on the anniversary date of the contract, the pricing will increase by the Consumer Price Index ("CPI"), as published by the Bureau of Labor Statistics for the United States Department of Labor for U.S. City average. 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 result 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.

Exhibit C

SCOPE OF SERVICES

1. **Services.** Redflex shall provide the Redlight Photo Enforcement Program to the Customer with respect to the Designated Intersection Approaches, in each case in accordance with the terms and provisions set forth in this Agreement.

a. **Installation.** With respect to the construction of the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth herein and in the Professional Services Agreement to which this Exhibit C is attached.

b. **Maintenance.** With respect to the maintenance of the Redflex System at the Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth herein.

c. **Violation Processing.** Violations shall be processed as follows:

- i. All violations data shall be stored on the Redflex System;
- ii. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the authorized Officer via the Redflex System;
- iii. The Redflex System shall be accessible by the Authorized Officer through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser;
- iv. Redflex shall provide the Authorized Officer with access to the Redflex System for the purpose of reviewing the pre-processed Violations Data within six (6) days of gathering the Violation Data from the applicable Designated Intersection Approach;
- v. The Customer shall cause the Authorized Officer to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and to transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED OFFICER AND SHALL BE MADE IN SUCH AUTHORIZED OFFICER'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION;
- vi. With respect to each Authorized Violation, Redflex shall print and mail a Citation within five (5) days after Redflex's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;
- vii. Redflex shall provide a toll-free telephone number for the purpose of answering citizen inquiries, responding to complaints and scheduling appointments during which recipients of Citations may view the applicable Violations Data, and Redflex shall provide necessary personnel for such purpose;
- viii. Redflex shall permit the Authorized Officer to generate monthly reports using the Redflex Standard Report System;

- ix. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as the Customer may reasonably request; provided, however, Redflex shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to the Customer;
- x. Upon the Customer's receipt of a written request from Redflex, the Customer shall provide, without cost to Redflex, reports regarding the prosecution of Citations and the collection of fines, fees and other monies in respect thereof in such format and for such periods as Redflex may reasonably request; provided, however, the Customer shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to Redflex;
- xi. Upon receipt of reasonable notice, Redflex shall provide expert witnesses for use by the Customer in prosecuting violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses.
- xii. During the three (3) month period following the Installation Date, Redflex shall provide such training to police personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Redlight Enforcement Program.

2. Designated Intersection Approaches: This contract is for the implementation or continued implementation of up to twenty-five (25) intersection approaches, including fourteen (14) existing intersection approaches. Identification of enforced intersections will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.

3. Construction Obligations and Timelines. Timeframe for Installation. Redflex will have each specified installation installed and activated in phases in accordance with the implementation plan to be mutually agreed to by Redflex Traffic Systems and the Municipality. Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement. Redflex shall have and maintain a valid California contractor's license prior to the installation of the systems, and shall utilize subcontractors licensed by the State of California. Redflex will use reasonable commercial efforts to install and activate the first specified intersection within the first ninety (90) days subsequent to formal project kick-off. The Municipality agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

a. Redflex Obligations. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):

- i. Appoint the Redflex Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Redflex Project Manager;
- ii. Request current "as-built" electronic engineer drawings for the Designated Intersection Approaches (the "Drawings") from the city traffic engineer;
- iii. Develop and submit to the Customer for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to

- specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
- iv. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications.
 - v. Finalize the acquisition of the Approvals;
 - vi. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches (under the supervision of the Customer);
 - vii. Cause an electrical subcontractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of the related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal regulations;
 - viii. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
 - ix. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
 - x. Deliver the materials to the Customer; and
 - xi. Redflex shall comply with Customer-developed guidelines for processing and storage of confidential information as those guidelines may be revised from time to time; and
 - xii. In order to ensure that Customer maintains overall control and supervision of the system, Redflex shall maintain records of the following services, and shall deliver quarterly reports to Customer summarizing: (A) regular inspections of the equipment; and (B) certification of proper installation and calibration, and operation of equipment.
 - xiii. Maintenance. All repair and maintenance of camera systems and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
 - xiv. Redflex shall not open the Traffic Signal Controller Boxes without a representative of City Traffic Engineer present.
 - xv. In the event that images of a quality suitable for the Authorized Officer to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
 - xvi. The Redflex Project Manager (or a reasonable alternate) shall be available to the Police Project Manager each day, on a reasonable best efforts basis.

b. Customer Obligations. The Customer shall do or cause to be done each of the following (in each case), unless otherwise stated below, at the Customer's sole expense):

- i. Appoint the Police Project Manager;
- ii. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
- iii. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight Photo Enforcement Program;
- iv. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Redlight Photo Enforcement Program;
- v. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;

vi. The provision of all necessary electrical services to the Designated Intersection Approaches will be the sole responsibility of the Customer.

4. Business Assumptions.

- a. Redflex construction can utilize existing conduit for installation where space is available. Where it is determined by both parties that additional conduit is necessary, cost and access for such additional conduit shall be equally shared by Redflex and the Customer. Any such additional conduit shall become the exclusive property of the Customer upon termination of this Agreement.
- b. The Customer agrees to pay RTS within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for payments past due 60 days.
- c. Prices do not include supply of power and supply of DSL, cable or other broadband services. Customer shall be solely responsible for power and communications infrastructure.
- d. Each year, the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average. The index to be used is the "West A" (1,500,000 residents or more).

5. Additional Rights and Obligations. Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

- a. Redflex shall assist the Customer in public information and education efforts.
- b. The Customer shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority "Signage", including but not limited to the California Vehicle Code, and shall assist in placement of such signage, and the Customer hereby acknowledges and agrees that the Customer shall be solely responsible for installing such signage.
- c. The Customer shall be solely responsible for the installation of LED lights at enforced intersections.
- d. The Customer shall not access the Redflex System or use the Redlight Photo Enforcement Program in any manner other than prescribed by law and which restricts or inhibits any other Person from using the Redflex System or the Redflex Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Redflex Photos Enforcement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other person to do any of the foregoing.
- e. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Redlight Photo Enforcement Program.
- f. Each of Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to the rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of Redflex

and the Customer shall obey any such rules and regulations.

g. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.



CERTIFICATE OF LIABILITY INSURANCE

DATE 04/

CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer subrogation rights on the certificate holder in lieu of such endorsement(s).

ACORD LIC #0726293 1-925-299-1112
J. Gallagher & Co.
Insurance Brokers of California, Inc.
10000 Diablo Boulevard, Suite 300
San Diego, CA 94549
J. Marrone

CONTACT NAME: Certificate Department
PHONE (A/C, No. Ext): 925-299-1112 FAX (A/C, No): 925-5
E-MAIL ADDRESS: eastbaycerts@AJG.COM

5
Traffic Systems, Inc.
23rd Avenue, Suite 150
Phoenix, AZ 85085-1854

INSURER(S) AFFORDING COVERAGE
INSURER A: WAUSAU UNDERWRITERS INS CO [AMBEST: A, XV]
INSURER B: LIBERTY MUT FIRE INS CO [AMBEST: A, XV]
INSURER C: SAVERS PROP & CAS INS CO [AMBEST: A, IX]
INSURER D:
INSURER E:
INSURER F:

PAGES CERTIFICATE NUMBER: 26643705 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES DESCRIBED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL POLICY TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR STOP GAP: WA, OH LIMIT AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X		TBJ-Z91-453980-032	04/01/12	04/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COMP/COLL DED*: \$1,000			ASJ-Z91-453980-022	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <- *HAPD Ded \$
UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 10,000			TH7-Z91-453980-042	04/01/12	04/01/13	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000
EMPLOYERS' LIABILITY <input type="checkbox"/> PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> MEMBER EXCLUDED? (mandatory in NH) describe under DESCRIPTION OF OPERATIONS below PROFESSIONAL/CYBER LIAB.		N/A	WCJ-Z91-453980-072	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
(See attached Suppl. Page...)			PL 0641009	04/01/12	04/01/13	\$50K. SIR EaClm/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Activities performed by or on behalf of the permittee or contractor as required by contract. ADDITIONAL LOCATIONS: City of Garden Grove, CA as required by written contract.

CERTIFICATE HOLDER
City of Garden Grove
Traffic Engineer
10000 Garden Grove Pkwy.
Garden Grove, CA 92842
USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED PRIOR TO THE EXPIRATION DATE THEREOF, NOTICE WILL BE GIVEN IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Raymond J. Brown

reviewed and approved as to insurance language
and/or requirements.

Lexium Jay 8-9-12

Risk Management
Redflex Traffic Systems Inc.
For this agreement only.
Second Amendment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIBERTY DirectSolutions for Contractors
(with Professional Liability)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 - REASONABLE FORCE
- Item 2. - NON-OWNED WATERCRAFT EXTENSION
- Item 3. - ALIENATED PREMISES
- Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
- Item 5. - CONTRACTORS PROFESSIONAL LIABILITY
- Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
- Item 7. - BODILY INJURY TO CO-EMPLOYEES
- Item 8. - HEALTH CARE PROFESSIONALS AS INSURED
- Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES
- Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
- Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
- Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION
- Item 13. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS
- Item 14. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
- Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT
- Item 16. - KNOWLEDGE OF OCCURRENCE
- Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS
- Item 18. - BODILY INJURY REDEFINITION
- Item 19. - MOBILE EQUIPMENT REDEFINITION
- Item 20. - SUPPLEMENTARY PAYMENTS
- Item 21. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

- a. Expected or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1. Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs (3) and (4) of exclusion j. of coverage A. do not apply except to
- (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III - Limits Of Insurance, the most we will pay for insurance provided by paragraph 1., above is:

- \$10,000 Each Occurrence Limit
- \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. - CONTRACTORS PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you, but only with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I - Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damage resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III - Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is An Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is An Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSURED

Paragraph 2.a. (1) (d) of Section II - Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period, whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II - Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Section II. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

- 1. Any premises or equipment leased to you.
- 2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS

A. Section II - Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In connection with your premises; or
- 2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

Item 14. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II - Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

...ed and approved as to insurance language
and/or requirements.

William Jay 8-9-12
Risk Management
ed flex Traffic Systems Inc.
amendment 2.

agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided to the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's other policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts, omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

Blanket Endorsement

Reviewed and approved as to insurance language
and/or requirements.

Neixim Jay 8-9-12

Risk Management

Pedflex Traffic Systems Inc.
Amendment 2.

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operation performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard" except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

m 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including defense, we shall share that right with the additional insured.

m 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph 2.a., b. and c. of Condition 2. Section IV - Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

m 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph 6. of Section IV - Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means a type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V - Definitions does not apply to self-propelled vehicles of less than 10,000 pounds gross vehicle weight.

Item 20. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

Dexter P. Jagg
SECRETARY

Edward F. Kelly
PRESIDENT

Roland M. ...

Countersigned by

Authorized Representative

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____

Gallagher & Co. Brokers of California, Inc.		NAMED INSURED Redflex Traffic Systems, Inc.	
ER		23751 N. 23rd Avenue, Suite 150	
		Phoenix, AZ 85085-1854	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

NUMBER: _____ FORM TITLE: _____

PROPERTY FIDELITY COVERAGE

TRAVELERS CAS & SURETY CO OF AMER[A+,XV] NAIC#31194
 #: 105581275 | Effective: 04/01/2012 to 04/01/2013 | Limit: \$500,00 single loss limit for Employee Theft
 Property | Retention: \$10,000

PROPERTY COVERAGE

LIBERTY MUTUAL FIRE INS CO [AMBEST: A,XV] NAIC#23035
 #: YU2-L9L-453980-062 | Effective: 04/01/2012 to 04/01/2013
 Personal Property: \$23,155,000 | Installation-PP/PPO: \$1,000,000 | Installation / Transit: \$250,000

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/16/20

INSURED: Redflex Traffic Systems, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

LIABILITY:

Liability coverage of Insureds applies per policy form.

Additional Insured if required by written contract per attached form LG3234 0907.

Coverage is Primary & Non-Contributory if required by written contract per form LG3234 0907.

EXTENSION OF THE AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC.
(F: 55-Redflex Traffic Systems, Inc.)

Staff report dated July 24, 2012, was introduced.

It was moved by Council Member Nguyen, seconded by Council Member Jones, and carried by unanimous vote that Amendment No. 2 to the Agreement by and between the City of Garden Grove and Redflex Traffic Systems, Inc., extending the 2007 Agreement including extensions, and the First Amendment by three (3) years with two (2) one-year extensions, for the City's Photo Enforcement Program, be and hereby is approved; and the City Manager is authorized to execute the Agreement on behalf of the City.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept.: City Manager
Subject: RECOMMENDATION TO EXTEND PHOTO ENFORCEMENT AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC. FOR THREE (3) YEARS WITH TWO (2) ONE-YEAR EXTENSIONS

From: William E. Murray
Dept.: Public Works
Date: July 24, 2012

OBJECTIVE

To request City Council authorization to extend the current photo enforcement agreement with Redflex Traffic Systems, Inc. for three (3) years with two (2) one-year extensions.

BACKGROUND

The City's Photo Enforcement Program, or red light camera system, was initiated in July of 1999. Over the years, with careful planning, the program has expanded to include eight (8) intersections. The program is self-funding, but more importantly, has proven to reduce accidents and save lives.

The most recent agreement with Redflex Traffic Systems, Inc. was executed on February 13, 2007. The contract was for a 3-year term, with two 1-year extensions. It was extended through August 13, 2012 by execution of the First Amendment to the agreement.

DISCUSSION

In order to keep this beneficial program in place, the Public Works Department is proposing a three (3) year extension. This proposed extension would also allow for two (2) one-year extensions, as did the original 2007 Agreement. The basic terms of the original agreement are unchanged.

FINANCIAL IMPACT

There is no impact to the General Fund. Historically, the photo enforcement program has been revenue neutral for the City.

RECOMMENDATION TO EXTEND PHOTO ENFORCEMENT AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC. FOR THREE (3) YEARS WITH TWO (2) ONE-YEAR EXTENSIONS

July 24, 2012

Page 2 of 2

RECOMMENDATION

It is recommended that the City Council:

- Approve the Second Amendment with Redflex Traffic Systems, Inc. extending the 2007 Agreement, including extensions, and the First Amendment by three (3) years with two (2) one-year extensions.
- Authorize the City Manager to execute the professional services agreement Second Amendment with Redflex Traffic Systems, Inc.




William E. Murray, P.E.
Public Works Director/City Engineer



By: Dan Candelaria, P.E., T.E.
City Traffic Engineer

Attachment: Second Amendment to the Agreement

Recommended for Approval



Matthew Ferial
City Manager