

RESOLUTION NO. 1597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC.

WHEREAS, Redflex and the City entered into an agreement dated June 15, 2011 ("Agreement") for provision of automated traffic safety camera enforcement within Fife's corporate limits; and

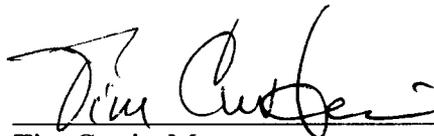
WHEREAS, Redflex has knowledge, possession and ownership of equipment, licenses, applications and citation processes related to the Traffic Cameras Safety Improvement Program (hereinafter "the Program"); and

WHEREAS, the City wishes to continue using Redflex to provide equipment, processes and back office services for monitoring, identifying and enforcement of red light violations; and

WHEREAS, Redflex and the City wish to amend certain agreement terms relating to compensation, length of the agreement and other matters; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute Amendment No. 1 to June 15, 2011 Exclusive Agreement between the City of Fife, Washington and Redflex Camera Systems, Inc. for Traffic Camera Safety Improvement Program, in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 13th day of May, 2014.



Tim Curtis, Mayor

Attest:


for Michelle Meubius
Carol Etgen, City Clerk

AMENDMENT NO. 1 TO
June 15, 2011 EXCLUSIVE AGREEMENT
BETWEEN
THE CITY OF FIFE, WASHINGTON
AND
REDFLEX TRAFFIC SYSTEMS, INC
FOR
TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM

This First Amendment ("Amendment") is dated for reference purposes only ____ day of _____, 2014 by and between Redflex Traffic Systems, Inc. with offices at 23751 North 23rd Avenue, Phoenix, AZ 85085 ("Redflex"), and the City of Fife, a Washington municipal corporation, with offices at 5411 23rd Avenue, Fife, Washington 98424 (the "Customer" or the "City"). Redflex and the City are additionally referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Redflex and the City entered into an Agreement dated June 15, 2011 ("Agreement") for provision of automated traffic safety camera enforcement within Fife's corporate limits; and

WHEREAS, Redflex has knowledge, possession and ownership of equipment, licenses, applications and citation processes related to the Traffic Cameras Safety Improvement Program (hereinafter "the Program"); and

WHEREAS, the City wishes to continue using Redflex to provide equipment, processes and back office services for monitoring, identifying and enforcement of red light violations; and

WHEREAS, Redflex and the City wish to amend certain agreement terms relating to compensation, length of the agreement and other matters.

NOW THEREFORE, in consideration of the mutual covenants contained herein Redflex and the City agree the Agreement should be amended as follows.

AGREEMENT

1. The Initial Term of the Agreement term is hereby extended for a period of 24 months, changing the expiration date to June 15, 2018, and shall renew automatically for two (2) additional consecutive two (2) year time periods (each a "Renewal Term"). The City may exercise the right to refuse and reject any Renewal Term by providing advanced written notice to Redflex not less than forty-five (45) prior to the last day of the Initial Term or the first Renewal Term as the case may be.

EXHIBIT
" A "

2. EXHIBIT "D" COMPENSATION & PRICING: **Fixed Monthly Fee** is deleted and replaced in its entirety with the attached EXHIBIT "D" COMPENSATION & PRICING.

3. The Amendment No. 1 shall be effective the 1st day of July, 2014.

4. Except as amended herein, all other terms of the Agreement remain in full force and affect.

CITY OF FIFE:

Date: _____

By: _____
Dave Zabell
City Manager
Fife, WA

REFLEX TRAFFIC SYSTEMS, INC:

Date: _____

By: _____
James Saunders
President and CEO
Redflex Traffic Systems, Inc.

Approved as to form:

By: _____
Greg Amann
Attorney for the City of Fife

EXHIBIT "D"
COMPENSATION & PRICING

Fixed Monthly Fee

A fixed fee of \$4,000.00 will be due Redflex for each system installed and operational.

Any additional systems will be billed at the rate of \$4,850.00 per system per month for the first 48 months and then \$4,000.00 per system per month thereafter.

In the event that a system is or becomes inoperable or malfunctioning for a period of 72 hours or longer, Redflex shall credit the City on a pro rata basis, for the period of time that the City was unable to properly utilize the system for its intended purpose.

COST NEUTRALITY.

Notwithstanding the Fixed Fee provisions provided herein to the contrary, Redflex assures the City that the programs provided hereby shall be cost neutral to the City. The maximum compensation that City shall be obligated to pay to Redflex each month is the Fixed Fee or the gross receipts received by the City, whichever is less. The City agrees to pay Redflex within thirty (30) days after the invoice is received. The City shall be obligated to pay the cumulative balance invoiced by Redflex, in accordance with standard terms, to the extent of gross receipts to the City from Automated violations. In the event that a balance remains unpaid due to a deficit in gross receipts compared to invoiced amounts, the City shall provide Redflex with each monthly payment, an accounting of such gross receipts supporting the amount withheld.

In the event that the contract ends or is terminated and an invoiced balance is still owed Redflex, including the invoice for the final month of service under the contract, all subsequent receipts from automated red light violations for a period of up to twelve (12) months from the date of termination will be applied to such balance and paid to Redflex up to the amount of said balance.

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit for installation where space is available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex.
2. On the eighth (8th) anniversary of the date of this Agreement (June 15, 2019), and on each anniversary date thereafter, 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.

3. Except where a balance remains unpaid due to a deficit in the gross cash received as described herein, City agrees to pay Redflex within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid sixty (60) days from date of invoice.
4. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Redflex.
5. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the City.
6. The City shall be solely responsible for installing required signage. The City 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 Vehicle Code, and City shall determine the placement of such Signage. Any changes or modifications to signage requirements will be the responsibility of the City. Any and all Online Convenience fee(s) shall not be considered to be revenue received and are the responsibility of the violator. This is a pass through payment to Redflex.
7. Roadway/Intersection improvement projects: City shall reimburse Redflex the costs of replacing and or modification of operational system approaches.
8. Any and all credit card merchant fees shall be the responsibility of the City.