

**FOURTH AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
REDFLEX TRAFFIC SYSTEMS, INC.**

This Fourth Amendment to the Professional Services Agreement with Redflex Traffic Systems, Inc. (“Fourth Amendment”) is executed this _____ day of _____ 2021 (the “Execution Date”) by and between Redflex Traffic Systems, Inc. (“Redflex”) and the City of Garden Grove, California (the “City”) (individually a “Party”; collectively, the “Parties”).

RECITALS

- A. On February 13, 2007, Redflex and the City entered into the Professional Services Agreement with Redflex Traffic Systems, Inc. (the “Original Agreement”);
- B. The Original Agreement was amended on February 13, 2012 (“First Amendment”), July 24, 2012 (“Second Amendment”), and July 25, 2017 (“Third Amendment”) (the Amendments together with the Original Agreement referred to as the “Agreement”);
- C. The Agreement is set to expire on August 14, 2021; and
- D. Redflex and the City desire to extend the term of the Agreement and otherwise modify the Agreement as set forth below.

The parties agree as follows:

TERMS AND CONDITIONS

1. **Definitions.** The following definitions shall apply to the Agreement:

“Designated Intersection Approach” means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) Redflex System has been installed for the purposes of photo enforcement within the City.

“Redflex System” means, collectively, all of the equipment, applications, software, hardware, back office processes, servers, off-site backup systems, cameras, sensors, components, motor vehicles and other related tangible and intangible property to enable SERVICE PROVIDER to enforce a minimum of one lane of travel at a designated location.

2. **Term of Agreement.** The Parties agree to extend the term of the Agreement as outlined in Section 1 of the Original Agreement and previously extended by Section 1 of the First Amendment, Section 1 of the Second Amendment, and Section 1 of the Third Amendment for an additional five (5) year period commencing on August 14, 2021 and ending on August 13, 2026.

3. **Pricing Changes.** The “Tier Two” Designated Intersection Approaches shall be incorporated into the “Tier One” Fixed Fee Pricing. All “Tier One” and added “Tier Two” Designated Intersection Approaches fixed fee outlined on Exhibit “A” attached and incorporated into the Second Amendment shall be reduced from Two Thousand Eight Hundred Dollars (\$2,800) per Designated Intersection Approach per month to Two Thousand Two Hundred Dollars (\$2,200) per Designated Intersection Approach per month.

The changes to the “Tier One” and “Tier Two” fixed fee as outlined above does not take effect until August 14, 2021, and the current monthly rate per Designated Intersection Approach of Two Thousand Two Hundred Dollars (\$2,200) shall apply until August 13, 2026. Other than as expressly stated in this Fourth Amendment, all other terms of Exhibit “A” attached and incorporated into the Third Amendment shall remain in full force and effect.

4. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Fourth Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this Fourth Amendment conflicts with the terms and conditions of the Agreement, this Fourth Amendment shall control. Any capitalized terms not defined in the Fourth Amendment shall have the meanings ascribed to them in the Agreement.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

**CITY OF GARDEN GROVE,
CALIFORNIA**

REDFLEX TRAFFIC SYSTEMS, INC.

Scott C. Stiles
City Manager

Mark Talbot
President

Attest:

Teresa Pomeroy
City Clerk

Approved as to Form:



Omar Sandoval
City Attorney