

CLARIFICATION / RESTATEMENT OF AGREEMENT BETWEEN THE CITY OF JACKSONVILLE, FLORIDA AND REDFLEX TRAFFIC SYSTEMS INC. FOR TRAFFIC INFRACTION DETECTOR CAMERAS AND CITATION SYSTEM

This Clarification / Restatement (the "Clarification / Restatement") is made this 1 day of Oct, 2015 (the "Effective Date"), between the City of Jacksonville, Florida, a municipal corporation (the "City"), and Redflex Traffic Systems, Inc. ("Redflex") (individually referred to as the "Party", collectively referred to as the "Parties").

RECITALS

- A. Redflex and the City entered into the Agreement between the City and Redflex Traffic Systems, Inc., for Traffic Infraction Detector Cameras and Citation System on July 25, 2012 (the "Agreement"), which also included the execution of certain Business Rules;
- B. A "First Amendment" to the Agreement to extend the term of the Agreement to December 31, 2017, was executed on May 20, 2015. The Agreement and the First Amendment are collectively referred to herein as the "Agreement."
- C. The Parties acknowledge and reaffirm their respective obligations under the Agreement and desire to confirm and clarify the processes and procedures to be used in fulfilling the Parties' obligations under the Agreement through this Clarification / Restatement.
- D. The Parties acknowledge and reaffirm the enforceability of each and every provision of the Agreement. Only enumerated provisions of the Agreement are modified or added by this Clarification / Restatement. Any provisions contained in the Agreement that conflict with this Clarification / Restatement are hereby null and void.

NOW THEREFORE, IN CONSIDERATION of the Agreement and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to restate and clarify the Agreement as follows:

TERMS AND CONDITIONS

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:
 - 1.1. "Authorized Employee" means a traffic infraction enforcement officer ("TIEO"), as defined by Florida law, and so designated by the City to review Potential Violations and direct the issuance of Notices of Violation and Citations in respect thereto, where authorized under Florida law. The terms "Authorized Employee", "TIEO" and "Traffic Infraction Enforcement Officer" are intended to be interchangeable.

* * *
2. **SERVICES.**
 - 3.3. **POTENTIAL VIOLATION PROCESSING.** During the Operational Period, Potential Violations shall be processed as follows:

- 3.3.3. Prior to sending the Violations Data to the TIEO for review to determine whether a Notice of Violation should be issued, Redflex shall review and categorize the Violations Data based on the criteria set by the Parties in their Business Rules and Redflex's Procedure Manual, which have both been reviewed and agreed to by the City. The Redflex System will be accessible by the TIEOs through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser. The City shall be solely responsible for acquiring and maintaining the necessary high-speed Internet access for this System.
- 3.3.4. Redflex shall provide the TIEO(s) with continuous access to the Redflex System for the purposes of reviewing the categorized Violations Data. Violations Data shall be accessible by Redflex and available to the City's TIEOs no later than five (5) days after the Potential Violation incident.
- 3.3.5. The TIEO(s) shall review the Violations Data provided by Redflex and unilaterally decide and direct whether a Notice of Violation shall be issued with respect to each Potential Violation captured within such Violations Data. The TIEO shall issue each such Notice of Violation and direct Redflex to send the Notice of Violation, pursuant to the terms of this Agreement, in the form of an Electronic Signature and electronic directive transmitted to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose. While performing the foregoing, the TIEO shall certify that he or she has reviewed the Potential Violations Data relating to a detection of an alleged violation of F.S. § 316.074(1) or § 316.075(1)(c)(1), has determined that such evidence shows a Violation, and is issuing a Notice of Violation to the Registered Owner of the motor vehicle involved in the Violation (the "Registered Owner"), in accordance with F.S. § 316.0083. Notwithstanding the foregoing, during the Warning Period for any Designated Intersection Approach, warning violation notices shall be sent for all Authorized Violations. Each Designated Intersection Approach shall have its own Warning Period for no less a time period than that required by Florida law. REDFLEX ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICE OF VIOLATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE TIEO AND SHALL BE MADE IN SUCH TIEO'S SOLE DISCRETION (A "NOTICE OF VIOLATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF VIOLATION DECISION OR TO ALTER THE NOTICE OF VIOLATION DECISION AND DIRECTION OF THE TIEO(S).
- 3.3.6. Upon notification and direction by the TIEO to Redflex to send the issued Notice of Violation to the Registered Owner, Redflex shall print and mail the Notices of Violation no later than five (5) days after Redflex's receipt of such notification and direction. Redflex shall mail Notices of Violation via U.S. First Class Mail to the Registered Owner. Notices of Violation shall not be sent later than thirty (30) days after the Violation occurred. Consistent with past practices under the Agreement, Redflex's role in the issuance of any Notice of Violation is ministerial in nature only, and Redflex has no substantive involvement in any decision by the TIEO to issue a Notice of Violation.

- 3.3.7 Renumbered from the Agreement and moved to 3.3.13 (text unchanged)
- 3.3.7 Reserved.
- 3.3.8. If Redflex does not receive payment for a Notice of Violation within sixty (60) days after the Notice of Violation was sent to the Registered Owner, Redflex shall electronically notify the City of non-payment so that the City can reasonably meet the time requirements under Florida law for issuance of a Citation; however, in no case shall Redflex wait in excess of seventy-five (75) days after the Notice of Violation was sent to notify the City of non-payment of a Notice of Violation. Redflex shall also notify the City in the above manner if the Registered Owner asserts a defense or requests a hearing against the Notice of Violation. If the Registered Owner requests a hearing, no further action shall be taken regarding the Notice of Violation, except as provided herein regarding appearances.
- 3.3.9 Renumbered from the Agreement and moved to 3.3.14 (text unchanged)
- 3.3.9. If the City receives notice of non-payment, and has not received notice that the Registered Owner has asserted a defense or requested a hearing, as provided in Section 3.3.8., the TIEO shall review the Violations Data again and shall unilaterally decide and direct issuance of a Citation with respect to each Violation captured within such Violation Data (“Citation Decision”). The TIEO shall issue such Citation and direct Redflex to send the Citation to the Registered Owner, pursuant to the terms of this Agreement. The TIEO shall issue the Citation by creating a Citation in PDF form that is generated on the Redflex System, that includes the TIEO’s Electronic Signature. The PDF shall then be transmitted to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for printing and mailing purposes. Upon issuance of a Citation, the TIEO shall also transmit an electronic version of the Citation to the Duval County Clerk of Court using the Redflex System, in the format and method agreed to by the Parties and the Duval County Clerk of Court and in accordance with F.S. § 316.650. While performing the foregoing, the TIEO shall certify that in accordance with F.S. § 316.0083, he or she is issuing a Citation by certified mail to the address of the Registered Owner involved in the Violation and is reporting all Citation information to the court having jurisdiction over the alleged offense. REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE CITATION DECISION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE TIEO AND SHALL BE MADE IN SUCH TIEO’S SOLE DISCRETION, AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION OR TO ALTER THE CITATION DECISION AND DIRECTION OF THE TIEO(S).
- 3.3.10. Upon notification and direction by the TIEO to Redflex to send the issued Citation to the Registered Owner, Redflex shall print and mail the Citation no later than five (5) days after Redflex’s receipt of such notification and direction. Redflex shall mail Citations via Certified U.S. Mail to the Registered Owner. Citations shall not be sent later than one hundred and twenty (120) days after the

Violation occurred. Citations shall conform with the Citation form approved by the City. Consistent with past practices under the Agreement, Redflex's role in the issuance of any Citation is ministerial in nature only, and Redflex has no substantive involvement in any Citation Decision.

- 3.3.11. The City shall cause the TIEOs to diligently review Potential Violations Data in order to meet the schedule for issuing Notices of Violation and Citations as prescribed by Florida law and the provisions of this Agreement.
- 3.3.12. It is understood by the Parties that Redflex shall only print and mail Notices of Violation and Citations if directed to do so by an Authorized Employee. Redflex provides the foregoing administrative services solely at the express direction of the City. Consistent with past practices under the Agreement, under no circumstances shall Redflex have the power or authority to issue Notices of Violation or Citations, or make the decision to transmit or unilaterally transmit a Citation to the Duval County Clerk of the Court.
- 3.3.13. Redflex shall at all times operate in full compliance with all Florida laws including but not limited to, the Mark Wandall Traffic Safety Act. Redflex shall have no responsibility for the collection of fines resulting from an Authorized Violation which has resulted in the issuance of a Citation. Fines resulting from the issuance of a Citation shall be administered and collected through the Duval County Clerk of Court in the same manner as any other fine resulting from the issuance of a Citation, as provided for by Florida law. Redflex shall provide a toll-free telephone number that is operational twenty-four (24) hours a day/seven (7) days a week, 365 days a year for the purposes of answering inquiries.
- 3.3.14. Redflex shall permit the Authorized Employee(s) to generate reports using the Redflex Standard Report System.
- 3.3.15. Upon Redflex's receipt of a written request from the City and in addition to the Standard Reports, Redflex shall provide, without cost to the City, reports regarding the processing and the City's issuance of Notices of Violation and Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the City in such format and for such periods as mutually agreed upon. Redflex shall prepare an annual report from information within the scope of the services provided by Redflex on behalf of the City every year detailing the results of using a traffic infraction detector, and the procedures and information required by the State of Florida. Redflex shall deliver the annual report to the City at a date to be determined by the City.
- 3.3.16. Upon reasonable notice, and upon Redflex's receipt of a written request from the City at least fourteen (14) calendar days in advance of a court proceeding, Redflex shall provide persons qualified and available to provide expert testimony for use by the City in prosecuting Violations or defending against actions against the City involving the use of the Redflex system; provided, however, the City shall use reasonable efforts to avoid requiring Redflex to provide such persons. In the event Redflex is called upon to provide persons to testify and provide

expert testimony pursuant to this Agreement, Redflex shall bear the reasonable travel costs associated with or incurred by having the expert testify.

3.3.17. Upon request, Redflex shall provide such training to the City's designated personnel as shall be reasonably necessary in order to allow such personnel to become qualified to provide expert testimony on behalf of the City with respect to the Program. Redflex shall bear the reasonable travel costs associated with or incurred by providing the training.

* * *

3.5. PROCESS AND COLLECTION. In addition to the processes and procedures outlined in Section 3.3., Redflex shall:

3.5.1. Print and mail Notices of Violation and Citations upon notification by the TIEO that he/she has issued the same, pursuant to the terms of this Agreement;


3.5.2. Provide lock-box services for the collection of all fines pursuant to a Notice of Violation;

3.5.3. Redflex shall ensure that all fines collected for Notices of Violation are distributed to the City weekly and in such manner and time so as to allow the City to timely submit to the State of Florida the proceeds required under Florida law.

IN WITNESS WHEREOF, the respective parties hereto have executed this Clarification / Restatement to the Agreement the day and year first above written.

ATTEST:

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By: Lenny Curry
Lenny Curry
Mayor

WITNESS:

By: _____

Name: _____

REFLEX TRAFFIC SYSTEMS, INC.

By: Michael R. Finn
Michael R. Finn
President & CEO

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Form Approved:

James R. McCain, Jr.
Office of General Counsel

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpanded, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

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Director of Finance

9743

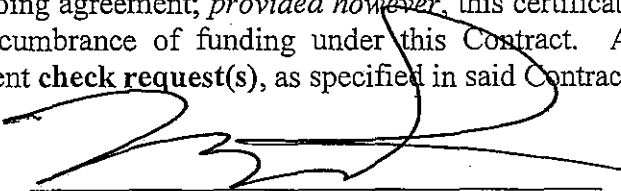
Encumbrance and funding information for internal City use:

Account..... _____

Amount.....\$ _____

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued **check request(s)** that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent **check request(s)**, as specified in said Contract.



Director of Finance
City Contract # 9743
PRB

SUBJECT: TRAFFIC INFRACTION DETECTOR CAMERAS AND CITATION SYSTEM (RE-BID) - (CSPEC)

BID # ESC-0253-12

OPEN DATE: 10/5/2011

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:

TERM OF CONTRACT- THREE (3) YEARS FROM EXECUTION OF CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

FOR: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 14 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL OF COMPETITIVE SEALED PROPOSAL EVALUATION TO ENTER CONTRACT NEGOTIATIONS WITH REDFLEX TRAFFIC SYSTEMS AS THE HIGHEST RANK FIRM, FOR THE TRAFFIC INFRACTION DETECTOR CAMERAS AND CITATION SYSTEM.

ATTACHMENTS: 1) RECOMMENDATION MEMO, 2) BID TABULATION SHEET, 3) SCORING SHEETS, 4) TERM OF CONTRACT/BASIS OF AWARD, 5) MINIMUM QUALIFICATIONS

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Gregory Pease
GREGORY PEASE, ACTING CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: JOHN H. RUTHERFORD, SHERIFF

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 02/09/12

[Signature] _____ OTHER _____

[Signature] _____

[Signature] _____

[Signature] _____

[Signature] _____

ACTION OF AWARDING AUTHORITY DATE 2/14/12

APPROVED ✓ DISAPPROVED: _____

OTHER Karen Bowling

Deputy Chief Administrative Officer
SIGNATURE OF AUTHENTICATION Karen Bowling

Under Authority of:
Executive Order No. 2011-06

SUBJECT: TRAFFIC INFRACTION DETECTOR CAMERAS AND CITATION SYSTEM (REBID) – (CSPEC)

BID #: ESC-0253-12

OPEN DATE: 10/05/2011

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:

TERM OF CONTRACT- THREE (3) YEARS FROM DATE OF CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (14) NUMBER RECEIVED: (4) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval for second (2) amendment to the award to Redflex Traffic Systems Inc., Contract #9743 to incorporate the Clarification/Restatement of agreement between the City of Jacksonville and Redflex Traffic System Inc. for Traffic Infraction Detector Cameras and Citation System. The maximum expenditure will remain the same through December 31, 2017.

	Expense
01/01/2016 - 09/30/2016	\$1,799,550.00
10/01/2016 - 09/30/2017	\$2,399,400.00
10/01/2017 - 12/31/2017	\$ 599,850.00
Total:	\$4,798,800.00

The agreement to be executed by way of Contract #9743, Amendment two (2) through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Copy of Agreement; Previous Awards;

ANALYST: 

KATHY NASWORTHY

RESPECTFULLY SUBMITTED 

GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: RAY WALDEN, DIRECTOR OF PATROL AND ENFORCEMENT

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING _____

DATE: 09/10/15

OTHER: _____

ACTION OF AWARDING AUTHORITY

DATE 9/10/15

 APPROVED

DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Sam E. Mousa

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05