

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

District: #1

- Resolution or Ordinance (Blue)
- Recommendations of Boards, Commissions & Committees (Green)
- Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Huliseberg, Village Manager *DAH*

DATE : July 29, 2010 **B of T:** August 19, 2010

SUBJECT: A Resolution Authorizing a First Amendment to the Agreement Between RedSpeed Illinois, LLC and the Village of Lombard for an Automated Traffic Law Enforcement System

SUBMITTED BY: Raymond J. Byrne, Chief of Police

BACKGROUND/POLICY IMPLICATIONS:

In June of 2008, the Village Board entered into an Agreement with RedSpeed Illinois for the implementation of a red light photo enforcement program. The First Amendment to the Agreement was approved by the Village Board in February of 2009 to define the costs and the obligations of the parties to upgrade the traffic control signals at intersections controlled by IDOT. This First Amendment to the First Amendment to the Agreement specifically outlines the obligations of the parties as they relate to the costs of upgrading the signals at the intersection of North Avenue and Route 53. As with the original Agreement, cost neutrality is assured to the Village.

Fiscal Impact/Funding Source: None

Review (as necessary):

Finance Director
Village Manager

Date _____
Date 8/2/10

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda distribution.

- **Cost neutrality is assured to the Village.** The Village shall never have to pay RedSpeed more than the actual cash received from monthly citation payments less monthly fees irrespective of any deficiency that may be owed from the Village to RedSpeed at any time for the IDOT upgrade cost payments.
- RedSpeed will recoup the Village's costs for the upgrade only by retaining any monthly fees that would normally be due to the Village from monthly citation payments

You will recall that following the Village Board meeting of April 15th, and after reviewing our program after a year of being operational, the Board indicated a desire to continue the red light photo enforcement program at North Avenue and Route 53. In order to continue the program, IDOT requires that the LED upgrades be completed. However, there were naturally concerns about funding the costs of the upgrades from the Village's perspective. The First Amendment to the Agreement provides that with RedSpeed addresses the Village's concerns. Most notably, the Amendment provides that:

The First Amendment also memorialized the costs to upgrade the signals at North Avenue and Route 53 (\$24,222 total cost) and that the cost to upgrade this intersection would be shared equally between the Village and RedSpeed as contemplated in the original Agreement. As a result, the Village of Lombard would be required to contribute \$12,111 to provide the necessary upgrades.

On June 19, 2008, the Village Board entered into an Agreement with RedSpeed Illinois amended (First Amendment) to clarify the obligations of the parties as it related to paying for IDOT required LED upgrades of the signals at both intersections where red light photo enforcement was contemplated. Under the First Amendment, RedSpeed paid for the upgrades at Finley and Roosevelt beyond what was required after the Public Works Department received a grant.

Re: First Amendment to Agreement with RedSpeed Illinois

From: Ray Byrne
Chief of Police

To: David A. Hulseberg, AICP, ICMA-CM

Date: July 29, 2010



LOMBARD POLICE DEPARTMENT



In view of the protections afforded to the Village in this First Amendment to the First Amendment to the Agreement, I would respectfully recommend that the Village President be authorized to execute it. The Amendment has been signed by RedSpeed and reviewed by Attorney George Wagner of Klein, Thorpe & Jenkins. If you should have any questions, or would like additional information, please do not hesitate to contact me.

cc: Carl Goldsmith, Director of Public Works
Tim Sexton, Director of Finance

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A FIRST AMENDMENT TO FIRST AMENDMENT TO THE AGREEMENT BETWEEN REDSPEED ILLINOIS, LLC AND THE VILLAGE OF LOMBARD FOR AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM

WHEREAS, the Corporate Authorities of the Village of Lombard have received a First Amendment to the First Amendment to the Agreement with Redspeed Illinois, LLC, and,

WHEREAS, the First Amendment to the First Amendment to the Agreement would define the costs and the obligations for upgrading traffic control signals at the intersection of North Avenue (IL 64) and Illinois Route 53 as required by the Illinois Department of Transportation (IDOT); and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve the First Amendment to the First Amendment to the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President is hereby authorized to sign on behalf of the Village of Lombard said First Amendment to the First Amendment to the Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said First Amendment to the First Amendment to the Agreement as attached hereto.

Adopted this _____ day of _____, 2010.

Ayes:

Nays:

Absent:

Approved this _____ day of _____, 2010.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer, Village Attorney

**FIRST AMENDMENT TO
FIRST AMENDMENT TO AGREEMENT BETWEEN
REDSPEED ILLINOIS, LLC, AND THE VILLAGE OF LOMBARD FOR
AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM**

This First Amendment to the First Amendment to the Agreement between RedSpeed Illinois, LLC and the Village of Lombard for an Automated Traffic Law Enforcement System (the "Amendment") made this ____ day of August, 2010 (the "Effective Date") by and between RedSpeed Illinois, LLC, an Illinois limited liability company ("RedSpeed"), and the Village of Lombard, an Illinois municipal corporation ("Village");

W I T N E S S E T H :

WHEREAS, RedSpeed and the Village executed and delivered that certain Agreement Between RedSpeed and the Village for an Automated Traffic Law Enforcement System (the "Agreement") on June 19, 2008; and

WHEREAS, RedSpeed and the Village executed and delivered that certain First Amendment to the Agreement on February 5, 2009 (the "First Amendment") with regards to designating certain initial Designated Intersections and upgrading the existing traffic signals at those Designated Intersections with light emitting diode ("LED") upgrades (the "DOT Upgrade"); and

WHEREAS, RedSpeed and the Village have agreed to amend the First Amendment with regards to reimbursement by the Village to RedSpeed for the DOT Upgrade costs.

NOW, THEREFORE, the Agreement is amended as of the date hereof as follows:

1. All capitalized terms used herein shall have the same meaning as is ascribed to them in the Agreement and the First Amendment, unless otherwise defined herein.

2. This Amendment may be executed in counterparts and all so executed shall constitute one and the same Amendment. The parties intend to sign and deliver this Amendment by facsimile transmission or other electronic transmission. Each party agrees that the delivery of the Amendment by facsimile or other electronic transmission shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or other electronic signatures as evidence of the execution and delivery of the Amendment by all parties to the same extent that an original signature could be used.

3. Except for the amendments reflected in paragraph 4, RedSpeed and the Village confirm the Agreement and First Amendment as being valid and binding on RedSpeed and the Village subject to the terms of this Amendment.

Signature page to follow.

"The Village shall reimburse RedSpeed for RedSpeed's payment of the Village's fifty percent (50%) share of the IDOT Upgrade costs by RedSpeed retaining on a monthly basis any Citation payments in excess of fees until the said \$12,111.00 has been paid in full. The Village's share of the IDOT Upgrade costs shall only be paid by virtue of RedSpeed retaining any excess monthly Citation payments over monthly fees. Notwithstanding any other provision of the Agreement or the First Amendment to the contrary, cost neutrality is assured to the Village with regards to the IDOT Upgrade cost payments due from the Village to RedSpeed. That is to say, the Village shall never have to pay RedSpeed more than the actual cash received from monthly Citation payments less monthly fees irrespective of any deficiency that may be owed from the Village to RedSpeed at any time for the IDOT Upgrade cost payments. Fees for purpose of this section shall mean any fees due pursuant to Exhibit B of the Agreement; any balance owed to RedSpeed shall be carried over without any interest or carrying charge."

That sentence shall be replaced with the following:

In the last paragraph of paragraph 4(ii) at five lines from the end of the paragraph, the following sentence shall be deleted in its entirety: "The Village shall reimburse RedSpeed for its payments of the Village's Share in the amount of \$1,730.14 per month for the next ensuing seven (7) month period from the collection of Citation payments by RedSpeed for the Village from the date of payment of the said \$12,111.00 by RedSpeed for the Village's fifty percent (50%) share of the IDOT Upgrade costs."

4. The First Amendment is amended in the following particulars:

IN WITNESS WHEREOF, RedSpeed and the Village have executed this First Amendment to Agreement on the date first above written.

REDSPEED:

REDSPEED ILLINOIS, LLC

By: 

Name: Robert Liberman

Its: Manager

VILLAGE:

VILLAGE OF LOMBARD

By: _____
Name: _____
Its: Village President

ATTEST:

By: _____
Name: _____
Its: Village Clerk