



MAKING A SAFER WORLD.

C-10-071 NR

May 27, 2014

Via First Class, Certified Mail, Return Receipt Requested, Facsimile, and Electronic Mail

City of Stockton  
City Manager's Office  
Attn: Kurt O. Wilson, City Manager  
425 N El Dorado St., 2nd Floor  
Stockton, Ca. 95202  
Facsimile: (209) 937-7149  
Email: [chuck.flesher@stocktongov.com](mailto:chuck.flesher@stocktongov.com)



RE: Term Extension of June 23, 2009 Exclusive Agreement

Dear Mr. Wilson:

This letter is to confirm the Parties' agreement to extend the Term provided for in Section 2 of the June 23, 2009 Exclusive Agreement between the City of Stockton, in the County of San Joaquin, California and Redflex Traffic Systems Inc. for Photo Red Light Enforcement Program (the "Original Agreement") which Original Agreement was amended in the November 18, 2010 Amendment. Specifically, the Parties agree that the Term shall be extended on a month-to-month basis until the earlier of (1) termination or (2) the Parties enter into a new contract for a photo red light enforcement program; provided, however, that either Party may terminate this extension upon thirty (30) days written notice to the other party.

Except as expressly modified in this letter and the November 18, 2010 Amendment, all provisions of the Original Agreement shall remain in full force and effect.

Please indicate your acceptance of these terms by signing below in the space provided. Thank you.

Sincerely,

*Virginia O'Malley*  
Virginia O'Malley  
Vice President and General Counsel  
Redflex Traffic Systems Inc.

Accepted By:

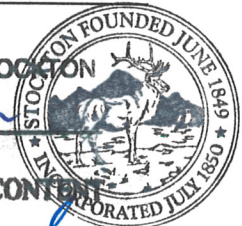
Name: KURT WILSON

Title: CITY MANAGER

Date: 6/25/14

Cc: City of Stockton  
Attn: City Clerk, Bonnie Paige  
425 North El Dorado Street  
Stockton, CA 95202  
Facsimile: (209) 937-8447

ATTEST:  
CLERK OF THE CITY OF STOCKTON  
By *[Signature]*



APPROVED AS TO FORM AND CONTENT  
By Michael H. Avel  
Assistant City Attorney



MAKING A SAFER WORLD.

January 29, 2015

**Via Federal Express**

City of Stockton  
City of Stockton Police Department  
Attn: Deputy Chief Trevor Womack  
22 E. Market Street.  
Stockton, CA 95202

RE: **Suspension of June 23, 2009 Exclusive Agreement**

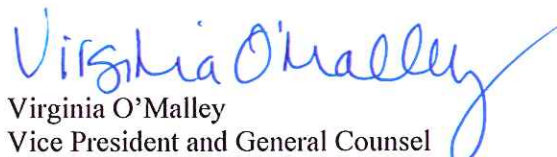
Dear Deputy Chief Womack:

This letter is to confirm the Parties' agreement to suspend the Term provided in Section 2 of the June 23, 2009 Exclusive Agreement between the City of Stockton, in the County of San Joaquin, California and Redflex Traffic Systems Inc. for the Photo Red Light Enforcement Program ("Original Agreement") and November 18, 2010 Amendment ("First Amendment") (collectively referred to as the "Agreement"). The Agreement has been operating on a month-to-month basis since June 25, 2014. Specifically, the Parties agree that the Term shall be suspended for a period of six (6) months commencing on the February 1, 2015 ("Suspension Period"). The Term will automatically begin to run on a month-to-month basis and the operation of the Photo Red Light Enforcement Program shall begin upon the expiration of the Suspension Period, unless the City provides thirty (30) days prior written notice of its intent to terminate the Agreement.

Except as expressly modified in this letter all provisions of the Agreement shall remain in full force and effect.

Please indicate your acceptance of these terms by signing below in the space provided. Thank you.

Sincerely,

  
Virginia O'Malley  
Vice President and General Counsel  
Redflex Traffic Systems Inc.

Accepted By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Darren Kolack (via email)  
Jeffrey Reeve (via email)



# CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8212 • Fax 209/937-7149  
www.stocktongov.com

January 26, 2015

Jack Weaver  
Vice President Client Services  
Redflex Traffic Systems  
23751 N. 23<sup>rd</sup> Avenue, Suite 150  
Phoenix, AZ 85085

## CONTRACT TERMINATION

Pursuant to Section 2 of the June 23, 2009 Exclusive Agreement between the City of Stockton ("City") and Redflex Traffic Systems, Inc., for a Photo Red Light Enforcement Program (the Original Agreement), and as amended in the November 18, 2010 Amendment and subsequently by Term Extension effective June 25, 2014, this letter shall serve as formal 30-day notice that, effective February 27, 2015, said Original Agreement shall be, and hereby is, terminated.

Please contact Lieutenant James Chraska, Stockton Police Department Traffic Section to coordinate removal of the Photo Red Light Enforcement equipment from the City of Stockton. Lieutenant Chraska can be reached at (209) 937-8355.

  
KURT O. WILSON  
CITY MANAGER

KOW:ej

APPROVED AS TO FORM AND CONTENT

  
Deputy City Attorney