

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF  
FREMONT AND REDFLEX TRAFFIC SYSTEMS, INC. FOR PHOTO RED LIGHT  
ENFORCEMENT PROGRAM**

This Second Amendment to the Agreement Between the City of Fremont and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program ("Second Amendment") is executed this 1st day of July 2017 (the "Execution Date") by and between Redflex Traffic Systems, Inc. ("Redflex") and the City of Fremont, California (the "City") (individually a "Party"; collectively, the "Parties").

**RECITALS**

- A. On or about June 30, 2010, the Parties entered into the Agreement Between the City of Fremont and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program (the "Original Agreement");
- B. On or about April 27, 2012, the Parties entered into the First Amendment to the Original Agreement ("First Amendment") (together with the Original Agreement, the "Agreement")
- C. The term of the Agreement is set to expire on June 30, 2017;
- D. Pursuant to Section 4 of the Original Agreement, the City may extend the term of the Agreement for three (3) one (1) year periods (each a "Renewal Term"); and
- E. 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. Term of Agreement.** The Parties agree to exercise one (1) Renewal Term and extend the Agreement to June 30, 2018 ("Initial Renewal Term"). The Parties also agree that each Renewal Term shall be consecutively and automatically, without any required notice or action, deemed to have been exercised unless the City provides written notice to Redflex in accordance with Section 18 of the Original Agreement of its election not to extend at least thirty (30) days prior to the expiration of the Initial Renewal Term or the applicable Renewal Term.

**2. Document Retention.** The following shall be added to the Original Agreement as Section 31:

**31. RECORDS RETENTION.** Redflex shall retain Violations Data in accordance with all applicable law as outlined in the business rules.

**3. Notices.** Section 18 of the Original Agreement is amended to change the notice address for Redflex to the following:

Redflex Traffic Systems, Inc.  
Attn: Legal Department  
5651 W. Talavi Blvd., Suite 200  
Glendale, AZ 85306  
Facsimile: (623) 207-2056  
Email: [legaldepartment@redflex.com](mailto:legaldepartment@redflex.com)

The amendment to Section 18 as outlined in this Second Amendment is effective immediately, and all notices shall be served on Redflex at the address listed in this Second Amendment.

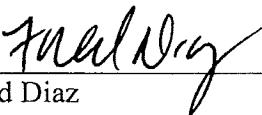
**4. Fee per Intersection Approach.** Section 1.1 of Exhibit B to the Original Agreement is amended as follows: the fee payable to Redflex per Designated Intersection Approach existing at the Execution Date of this Second Amendment shall be Three Thousand Nine Hundred Ninety Five Dollars (\$3,995) per Designated Intersection Approach per month. The Parties agree that the amendment to Section 1.1 of Exhibit B to the Original Agreement shall not take effect until July 1, 2017, and the pricing as currently contained in Section 1.1 of Exhibit B to the Original Agreement shall remain in force until July 1, 2017.

**5. Annual Fee Increase.** The Parties agree that the monthly fee payable to Redflex pursuant to the terms of the Agreement and this Second Amendment shall not increase on an annual basis. Consistent with this agreement, Section 2 of Exhibit B to the Original Agreement titled "Increases to monthly fee per intersection" and Section 1 of the First Amendment shall be deleted in the entirety.

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

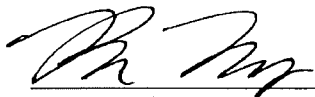
**City of Fremont, California**

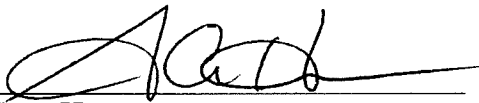
**REFLEX TRAFFIC SYSTEMS, INC.**

  
\_\_\_\_\_  
Fred Diaz  
City Manager

  
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Michael Finn  
CEO and President

Approved as to Form:

  
\_\_\_\_\_  
Bronwen Lacey  
Deputy City Attorney

  
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Scott Huson  
Vice President of Finance