

**FIRST AMENDMENT TO EXCLUSIVE AGREEMENT
BETWEEN THE CITY OF CULVER CITY, CALIFORNIA AND
REDFLEX TRAFFIC SYSTEMS, INC. FOR
AUTOMATED ENFORCEMENT (RED LIGHT) PROGRAM**

This First Amendment (the "First Amendment") to the Exclusive Agreement between the City of Culver City, California and Redflex Traffic Systems, Inc. for Automated Enforcement (Red Light) Program is executed this 12 day of December 2016 (the "Effective Date") by and between Redflex Traffic Systems, Inc. ("Redflex") and the City of Culver City, California (the "City") (individually a "Party" and collectively the "Parties").

RECITALS

A. Redflex and the City previously entered into the Exclusive Agreement between the City of Culver City, California and Redflex Traffic Systems, Inc. for Automated Enforcement (Red Light) Program dated August 29, 2014 to provide services and equipment related to automated red light photo enforcement in the City (the "Agreement");

B. The Initial Term of the Agreement expires on August 28, 2017; and

C. Redflex and the City desire to amend the Agreement to extend the Term, discontinue the use of four existing Designated Intersection Approaches, add six new Designated Intersection Approaches, and otherwise modify the Agreement as set forth below.

The parties agree as follows:

TERMS AND CONDITIONS

1. **Term of Agreement.** The City exercises its right to extend the Term of the Agreement for the first of two (2) additional, consecutive one (1) year Renewal Terms as set forth in Section 2 of the Agreement. The Renewal Term will commence on August 29, 2017 and expire on August 28, 2018.

2. **Relocation and Addition of Designated Intersection Approaches.** Exhibit "A" to the Agreement is amended in accordance with the following. Redflex will remove and the City shall discontinue the operation of the following four Designated Intersection Approaches ("Discontinued Designated Intersection Approaches"), and Redflex shall install and City will operate the following six new Designated Intersection Approaches ("New Designated Intersection Approaches"):

Discontinued Designated Intersection Approaches:

1. East Bound Washington Blvd. at Sawtelle Blvd.
2. East Bound Washington Blvd. at Helms Ave.
3. West Bound Washington Blvd. at Helms Ave.
4. East Bound Washington Place at Centinela Ave.

New Designated Intersection Approaches:

1. Northbound National Blvd. at Washington Blvd. to detect all directions of travel (straight through, right turn, and left turn movements).
2. Southbound National Blvd. at Washington Blvd. to detect all directions of travel (straight through, right turn, and left turn movements).
3. Northbound Sepulveda Blvd. at Washington Blvd. to detect all directions of travel (straight through, right turn, and left turn movements).
4. Southbound Sepulveda Blvd. at Washington Blvd. to detect all directions of travel (straight through, right turn, and left turn movements).
5. Northbound on Overland Ave. at Washington Blvd. to detect all directions of travel (straight through, right turn, and left turn movements).
6. Southbound on Overland Ave. at Washington Blvd. to detect all directions of travel (straight through, right turn, and left turn movements).

3. **Pricing.** Redflex and the City agree that the Fixed Monthly Fee for the New Designated Intersection Approaches numbered 1, 2, 3, and 6 in Section 2 above shall be \$3,211.00 per month per approach. The Fixed Monthly Fee for the two New Designated Intersection Approaches numbered 4 and 5 in Section 2 above shall be \$4,750.00 per month per approach.

4. **Notices.** Section 9 of the 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

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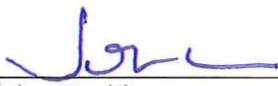
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5. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this First Amendment conflicts with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

IT IS SO AGREED.

CITY OF CULVER CITY, CALIFORNIA



John Nachbar
City Manager

REDFLEX TRAFFIC SYSTEMS, INC.

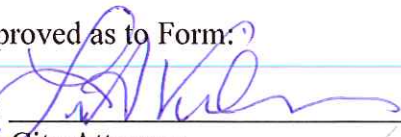


Michael Finn
CEO and President

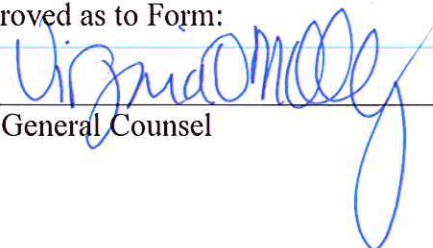


Scott Bixby
Chief of Police

Approved as to Form:

By: 
Sr. Deputy City Attorney

Approved as to Form:

By: 
General Counsel