

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

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 15 day of November, 2010 is made and entered into by and between Redflex Traffic Systems, Inc ("Redflex"); a Delaware corporation ("Redflex"), and the City of Vista, a chartered municipal corporation, ("City").

WITNESSETH

WHEREAS, Redflex and City entered into an agreement dated 12th Day of May, 2009 (hereafter referred to as the "Agreement"); and

WHEREAS, Redflex and the City mutually agree to amend certain conditions of the Agreement.

NOW THEREFORE, in consideration of mutual promises and obligations set forth herein, the parties hereto agree as follows:


1. The Agreement is hereby amended by replacing the current Exhibit "C" with the new Exhibit "C" attached hereto and incorporated herein.
2. Each and every other term, condition or provision of the Agreement shall remain in full force and effect.

IN THE WITNESS WHEREOF, the parties hereto have executed the Amendment as of the date set forth above.

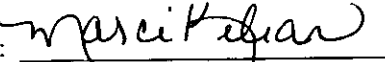
CITY OF VISTA,
a chartered municipal corporation

By: 
RITA L. GELDERT,
City Manager

REDFLEX TRAFFIC SYSTEMS, INC.,
a Delaware corporation

By: 
KAREN FINLEY, Chief Executive
Officer

ATTEST:
Marci Kilian, City Clerk.

By: 

By: 
ANDREJS BUNKSE, Secretary

APPROVED AS TO FORM:
DAROLD PIEPER, City Attorney

By: 

RISK MANAGER REVIEW
Dolores Gascon, Risk Manager

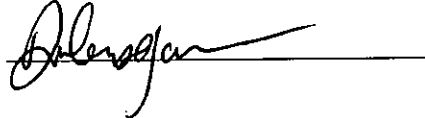
By: 

EXHIBIT "C"
Maintenance

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of the City Traffic Engineer present.
3. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
4. Redflex may assign specific personnel to provide follow-up assistance to the City in the form of the HELPDESK, a designated Customer Service Representative and a Director of Accounts.
5. Redflex shall inspect the Equipment and functionality of the Redflex System at each of the Designated Intersection Approaches no less than once every two (2) business days, and Redflex shall respond to any material malfunction of any of the Redflex System within twenty-four (24) hours after the City provides written notice thereof to Redflex (the "Malfunction Notice"). In the event that Reflex discovers any material malfunction or defect, or in the event that Redflex receives a Malfunction Notice, Redflex shall use its best efforts to cause such malfunction or defect to be repaired within forty-eight (48) hours, and in the event that such malfunction or defect has not been substantially repaired within forty-eight (48) hours, Redflex shall notify the Project Manager.
6. If and to the extent that a Designated Intersection Approach is not capable of detecting violations for more than forty-eight (48) hours, not caused by the City, Redflex will allow a credit to the City against the monthly fee for that month equal to: the fixed monthly fee as stated in Exhibit "D" divided by the number of Designated Intersection Approaches, divided by thirty (30), multiplied by the total number of days the approach was incapable of detecting violations in the month as a result of the malfunction. For the purposes of this section, "day" shall mean any period of twenty-four (24) hours. Nothing in this section shall limit any other rights and remedies available to the City as discussed in this Agreement.
7. Redflex shall use its best efforts to reduce the number of illegible photos caused by sun exposure by the use of available technology and techniques.