

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

This **Second Amendment** ("Second Amendment") is made as of the last date of the signatures contained herein ("the Effective Date") to the Agreement for Photo Red Light Enforcement Program executed on or about September 5, 2006 and amended on December 6, 2012 (collectively, the "Agreement"), by and between Redflex Traffic Systems, Inc. ("Redflex"), a Delaware Corporation, and the City of Farmers Branch, Texas ("Customer"), a Texas home rule municipality, individually the "Party" and collectively referred to as the "Parties," by and through their respective authorized representatives.

RECITALS

WHEREAS, Redflex and Customer entered into the Agreement between the City of Farmers Branch and Redflex Traffic Systems Inc. for Photo Red Light Enforcement Program on September 5, 2006, and amended on December 6, 2012; and

WHEREAS, the Parties desire to further amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I.
AMENDED TERMS AND CONDITIONS**

1.1 Extension of Term. Section 2 of the Agreement is hereby amended to read as follows:

"2. Term. The term of the Agreement shall be extended for an additional one (1) year ("Extended Term") commencing on the 1st day of January, 2017, and continuing through the 31st day of December, 2017. Thereafter, the Agreement shall automatically renew for up to three (3) additional one (1) year terms, unless Customer provides Redflex written notice of non-renewal at least thirty (30) days prior to expiration of the then current term."

1.2 Termination for Cause. Section 6.1 of the Agreement is hereby amended to read as follows:

6.1 TERMINATION FOR CAUSE: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state

statutes are amended to prohibit or substantially change the operation of photo red light enforcement systems; (ii) any court having jurisdiction over the City rules, or a state or federal statute or judicial decision declares, that results from the Redflex System of photo red light enforcement are inadmissible in evidence (iii) any court having jurisdiction over Customer issues a non-appealable, final judgment declaring that Customer's photo red light enforcement program is unenforceable because it is unconstitutional or because it violates one or more local, state, or federal laws; or (iv) the other party commits any material breach of any of the provisions of this Agreement. A non-appealable, final judgment is a final judgment that cannot be appealed because no further right or option to appeal exists for reasons other than a Party's action or inaction in filing a notice of appeal or otherwise preserving an appeal. In the event of a termination due to Section 6.1(i), 6.1(ii), or 6.1(iii) above, Customer shall be relieved of any further obligations for payment to Redflex. In the event of a termination due to Section 6.1(iv) above, either Party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

1.3 **Notices.** Section 9 of the Agreement is hereby 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

II. MISCELLANEOUS

2.1 **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in writing in this Second Amendment, the terms and conditions of the Agreement and any and all amendments, attachments and exhibits attached thereto and incorporated therewith by reference shall be unchanged and shall remain enforceable and in full force and effect. Any capitalized terms not defined in the Second Amendment shall have the meanings ascribed to them in the Agreement.

2.2 **Effective Date.** This Second Amendment shall become effective on the date it bears the signatures of the authorized representatives of all of the Parties.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016

CITY OF FARMERS BRANCH, TEXAS

By: _____
Charles S. Cox, City Manager

Attest:

Amy Piukana, City Secretary

Approved as to Form:

Peter G. Smith, City Attorney
(kbl:VT:11/8/16:76665)

EXECUTED this _____ day of _____, 2016.

REFLEX TRAFFIC SYSTEMS, INC.

By: _____

Name: _____

Title: _____