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**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
REDFLEX TRAFFIC SYSTEMS, INC.  
FOR  
TRAFFIC INFRACTION DETECTOR CAMERAS AND CITATION SYSTEM**

**THIS FIRST AMENDMENT** to Agreement is made and entered into this 20 day of May, 2015, by and between **REDFLEX TRAFFIC SYSTEMS, INC.**, a Delaware corporation authorized to do business in the State of Florida with offices at 23751 North 23<sup>rd</sup> Avenue, Phoenix, Arizona, 85085 (hereinafter “Redflex”), and the **CITY OF JACKSONVILLE, FLORIDA**, a municipal corporation whose address is 117 West Duval Street, Suite 400, Jacksonville, Florida 32202, for and on behalf of the Jacksonville Sheriff’s Office (hereinafter collectively the “Customer” or the “City”) for traffic infraction detector cameras and citation system (hereinafter the “Redflex System”).

**WITNESSETH:**

**WHEREAS**, on July 25, 2012, the parties made and entered into City of Jacksonville Contract No. 9743 (hereinafter the “Agreement”) for the Redflex System; and

**WHEREAS**, said Agreement has not been amended previously; and

**WHEREAS**, said Agreement provided for an initial term of three years with two (2) one (1)-year renewal options; and

**WHEREAS**, under the terms of said Agreement, Redflex has the right to refuse to install a Redflex System at a proposed intersection if less than 24 months remain on the term of said Agreement at the time Customer proposes that intersection to Redflex as a site for the installation of an additional camera; and

**WHEREAS**, City wishes to add additional camera installations; and

**WHEREAS**, said Agreement should be amended by exercising both one (1)-year renewal options so as to extend the term of said Agreement to December 31, 2017 in order to enable Redflex to install cameras at additional intersections, by increasing the maximum indebtedness by \$4,798,800 to a new not-to-exceed maximum indebtedness of \$12,596,850, and by requiring Redflex to install HALO systems at up to 20% of the

operational locations at its sole expense, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the Agreement and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 2 of said Agreement is amended by exercising both one (1)-year renewal options so as to extend the term of said Agreement to December 31, 2017, in order to enable Redflex to install cameras at additional intersections, and as amended shall read as follows:

“2. **TERM.** The term of this Agreement will commence on the Effective Date and will expire on December 31, 2017.”

3. The third section of Exhibit “D” to said Agreement entitled **MAXIMUM INDEBTEDNESS** is amended by increasing the maximum indebtedness by \$4,798,800 to a new not-to-exceed maximum indebtedness of \$12,596,850, and as amended shall read as follows:

“**MAXIMUM INDEBTEDNESS:** The maximum indebtedness of the Customer under this Agreement shall be \$3,999 for each operational Designated Intersection Approach, subject to a fixed maximum monetary indebtedness of \$2,399,400 per year of this Agreement, excluding any removal and reinstallation costs as provided herein. The maximum indebtedness of Customer under this Agreement shall not exceed \$12,596,850. The indebtedness of the Customer is to be paid from and not to exceed the revenues collected by the Customer as provided herein and is to be revenue generating or cost neutral to the Customer as described herein.

4. Paragraph 9 of the fourth section of Exhibit “D” to said Agreement entitled **BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS** is amended by requiring Redflex to install HALO systems at up to 20% of the operational locations at its sole expense, and as amended shall read as follows:

“9. All costs of installation of REDFLEX HALO systems shall be borne solely by Redflex. Redflex agrees to install HALO systems at up to 20% of operational locations.”

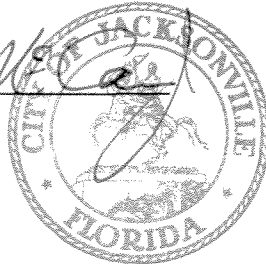
SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the respective parties hereto have executed this First Amendment the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: James R. McCain, Jr.  
James R. McCain, Jr.  
Corporation Secretary



By: Alvin Brown  
Alvin Brown  
Mayor

WITNESS:

REDFLEX TRAFFIC SYSTEMS, INC.

By: Virginia O'Malley  
Name: Virginia O'Malley

By: James A. Saunders  
James A. Saunders  
President & CEO

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2015-01

In compliance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

C. Ronald Beltrami  
Director of Finance  
Contract #9743, Amd #1

RB

Form Approved:

James R. McCain  
Office of General Counsel