

REDFLEX
TRAFFIC SYSTEMS

C-11-462
refer to C-07-188

Redflex Traffic Systems, Inc.
23751 N. 23rd Avenue, Suite 150
Phoenix, AZ 85085-1854
Tel: 623 207 2000
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www.redflex.com

October 31, 2011

Laura Gill
City Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Re: Professional Services Agreement Between the City of Elk Grove and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program

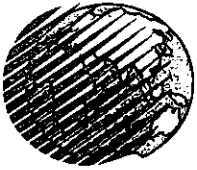
Dear Ms. Gill,

This writing hereby amends ("Second Amendment") that certain agreement dated May 23, 2007 ("Initial Effective Date") by and between the City of Elk Grove ("City") and Redflex Traffic Systems, Inc. ("Redflex") (each a "Party" and collectively the "Parties"), entitled Professional Services Agreement Between the City of Elk Grove and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program ("Contract") and any amendments thereto, including but not limited to, the Extension of and First Amendment to the Professional Services Agreement Between the City of Elk Grove and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program (collectively referred to as the "Agreement").

It is the intent of the City and Redflex to continue to be bound by all terms and conditions of the Agreement, all of which are expressly incorporated into this Second Amendment by this reference, except as expressly changed by this Second Amendment. In consideration of the mutual covenants and promises of the Parties contained herein and the receipt of good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Indemnification and Release by Redflex of California Labor Code Section 1770, et seq., Claims. Redflex, for itself and its respective members, principals, officers, directors, shareholders, partners, employees, agents, representatives, attorneys, insurers, affiliates, subsidiaries, predecessors, successors, parent companies and assigns, does hereby release and forever discharge the City and its respective partners, officers, officials, employees, agents, representatives, attorneys, insurers, affiliates,

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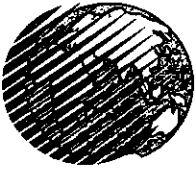
predecessors, successors and assigns, of and from all liability of any kind, including without limitation all causes of action, claims, demands, damages, expenses, costs and losses, whether known or unknown, present or future, asserted or unasserted, either direct or consequential, and from all suits in law or in equity of any kind or nature arising out of or relating in any manner to the claims related to and/or associated with California Labor Code section 1770, et seq., including but not limited to section 1781 or in any way to the facts, transactions or occurrences giving rise to the claims asserted or that may be asserted under or pursuant to California Labor Code Section 1770, et seq., including but not limited to section 1781, that may arise beginning from the Initial Effective Date of the Agreement and thereafter.

Redflex further agrees to defend, indemnify and hold harmless the City and all of its respective partners, officers, officials, employees, agents, representatives, attorneys, insurers, affiliates, predecessors, successors and assigns, of and from all liability of any kind, including without limitation all penalties, assessments, causes of action, claims, demands, damages, expenses, costs and losses, whether known or unknown, present or future, asserted or unasserted, either direct or consequential, and from all suits in law or in equity of any kind or nature arising out claims related to and/or associated with California Labor Code section 1770, et seq., including without limitation, a determination by the California Labor Commissioner that the services provided under the Agreement are subject to payment of the general prevailing wage rate, that may arise beginning from the Initial Effective Date of the Agreement and thereafter.

Redflex's obligation to defend, indemnify and hold harmless the City and other persons shall be effective as of the Initial Effective Date of the Agreement. Redflex acknowledges receipt of adequate consideration for its agreement to relate this provision back to the Initial Effective Date of the Agreement. The obligations of this provision shall continue notwithstanding termination of the Agreement by either Party, with or without cause.

As a condition of Redflex's agreement to indemnify, defend and hold the City harmless, Redflex reserves the right to choice of counsel in support of the City's defense of any subject claims, upon the consent of the City, which consent will not be unreasonably withheld. Furthermore, the City shall not enter into any settlement or consent decree relating to any matters in which Redflex is subject to indemnify and/or hold City harmless without the prior written consent of Redflex. Finally, the City agrees, to the extent reasonably possible, to support Redflex's efforts to defend the City from claims raised that are subject to the indemnity and hold harmless

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obligations contained herein as well as to provide Redflex with notice of any such claims within thirty (30) days of receipt of service.

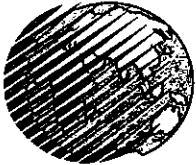
The City agrees to use all reasonable efforts to maintain the confidentiality of this document, unless otherwise required by law and subject to public records disclosure requirements.

Upon formal execution of this document, all obligations contained herein shall be deemed to be binding upon the Parties.

If you find the proposed amendments contained herein to be acceptable, please sign and date in the space provided.

Very truly yours,

Andrejs K. Bunkse, Esq.
General Counsel
Redflex Traffic Systems, Inc.



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Authority to Execute. The undersigned individuals hereby warrant and represent that they have full authority to execute this Second Amendment on behalf of the entities for which they have signed.

AGREED to this 14th day of December 2011, by the parties as follows.

Approved as to form:

REDFLEX TRAFFIC SYSTEMS, INC.

By: [Signature]
Andrejs K. Bunkse, Esq.
Counsel for Consultant

By: [Signature: Karen Finley]
Karen Finley
President & CEO

Approved as to form:

CITY OF ELK GROVE

By: [Signature]
Jonathan P. Hobbs, Interim City Attorney

By: [Signature: Laura S. Gill]
Laura S. Gill, City Manager

Attest:

By: [Signature: Jason Lindgren]
Jason Lindgren, City Clerk
Dated: December 16, 2011

