SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND REDFLEX TRAFFIC SYSTEMS, INC., FOR RED LIGHT PHOTO ENFORCEMENT PROGRAM

This Second Amendment (the "Second Amendment") to Agreement between Council Bluffs and Redflex Traffic Systems, Inc. for Red Light Photo Enforcement Program is made by and between The City of Council Bluffs, Iowa (the "Customer" or "The City"), and Redflex Traffic Systems, Inc. ("Redflex") (individually referred to as a "Party" and together referred to as the "Parties"). The Effective Date of this Second Amendment is July ____, 2020.

RECITALS

WHEREAS, the Parties executed the Exclusive Agreement between The City of Council Bluffs and Redflex Traffic Systems, Inc. for the Red Light Photo Enforcement Program on July 13, 2009, (the "Original Agreement");

WHEREAS, the Original Agreement was amended on June 14, 2016, (the "First Amendment"); (collectively with the Original Agreement and the First Amendment, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to extend the term.

NOW THEREFORE, the Parties hereby amend the Agreement as follows:

TERMS AND CONDITIONS

A. Term. Section 2 of the Agreement is amended to add the following language:

Commencing on the Effective Date of this Second Amendment, the Term of the Agreement and shall continue for a period of one (1) year using all existing approaches (the "Term"). The Parties agree that the Term of the Agreement will expire on July 12, 2021.

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

Approved as to form, content and legality:

THE CITY OF COUNCIL BLUFFS, IOWA	REDFLEX TRAFFIC SYSTEMS, INC.
By: _____	By: _____
Name: _____	Name: Mark Talbot
Title: _____	Title: President