

**FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN THE CITY OF HIGHLAND PARK  
AND  
REFLEX TRAFFIC SYSTEMS, INC.  
(Automated Red Light Photo Enforcement Program)**

The City of Highland Park, Illinois, an Illinois home rule municipality (the "City") and Reflex Traffic Systems Inc., a Delaware Corporation (the "Vendor") enter this **AMENDMENT NO. 1** (the "**First Amendment**"), dated as of July 9, 2013, to the March 17, 2009 "Agreement Between The City Of Highland Park And Reflex Traffic Systems, Inc. For An Automated Red Light Photo Enforcement Program, Violation Processing Services, and Related Services" (the "**Agreement**").

**RECITALS**

**WHEREAS**, pursuant to Section 3 of the Agreement, the Initial Term of the Agreement will expire on July 14, 2013; and

**WHEREAS**, the City and the Vendor desire to extend the Initial Term of the Agreement for a temporary period until the City completes the bidding process for the continued operation of the City's automated red light photo enforcement program (the "Program"); and

**WHEREAS**, the City and the Vendor now desire to amend the Agreement, in accordance with Section 12 of the Agreement, to extend the Initial Term of the Agreement on a month-to-month basis;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor agree as follows:

**TERMS AND CONDITIONS**

The City and the Vendor agree as follows:

**SECTION 1. RECITALS.**

The Recitals are incorporated into, and made a part of, the Agreement and this First Amendment as if fully set forth therein.

**SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.**

**A. Definitions.** All capitalized words and phrases used throughout this First Amendment shall have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it shall have the same meaning as in the Agreement.

**B. Rules of Construction.** Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement on one hand, and the text of this First Amendment on the other, the text of this First Amendment shall control.

**SECTION 3. EXTENSION OF INITIAL TERM.**

The Initial Term of the Agreement is hereby extended through August 1, 2013, and thereafter on a month-to-month basis, until terminated by the City. ("***Extended Initial Term***"). In addition to the termination rights in Section 7 of the Agreement, the City may terminate the Agreement during the Extended Initial Term for any reason, and in its sole and absolute discretion, by providing 10 days advance written notice of such termination to the Vendor.

**SECTION 4. FEE PER APPROACH.**

There shall be a fixed fee of \$4,921.21 per month per Designated Intersection Approach ("Fee Per Approach") that consists of 4 contiguous lanes of enforcement or less as full remuneration for performing all of the services contemplated in the Agreement, as amended by this First Amendment, during the Extended Initial Term. The City and the Vendor acknowledge that the Program consists of two Designated Intersection Approaches and that, notwithstanding the language of Exhibit E of the Agreement, there are no Designated Intersection Approaches consisting of 5 contiguous lanes of enforcement.

**SECTION 5. REPRESENTATIONS.**

**A. By City.** City hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the City Council; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of City enforceable in accordance with its terms.

**B. By Vendor.** Vendor hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have full authority to bind Vendor to the obligations set forth in this First Amendment and to so act on behalf of Vendor; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of Vendor enforceable in accordance with its terms.

**SECTION 6. COUNTERPART EXECUTION.**

This First Amendment may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.


**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement as of the day and year first above written.

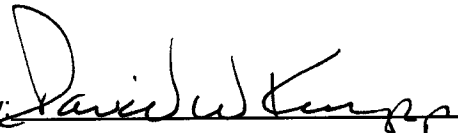
(SIGNATURES FOLLOW ON SUBSEQUENT PAGE)

CITY:

CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation

ATTEST:

By:   
Ghida S. Neukirch, City Clerk


By:   
David W. Knapp, City Manager


VENDOR:

REDFLEX TRAFFIC SYSTEMS, INC.,  
a Delaware corporation

ATTEST/WITNESS:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By:   
Robert Devincenzi, CEO  
Its: \_\_\_\_\_

APPROVED AS TO FORM ONLY  
  
CORPORATION COUNSEL