

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2010, between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "CITY"), and **ACS STATE & LOCAL SOLUTIONS, INC.**, a New York corporation with an address of 1800 M Street, NW, Washington, DC 20036 (the "CONTRACTOR").

RECITALS:

WHEREAS, the City and the Contractor entered into an Agreement on July 1, 2008, and a Revival and Amendatory Agreement dated September 29, 2009, for the implementation and operation of a Photo Speed Enforcement Program which utilizes an Automated Vehicle Identification System (the "Agreement"); and

WHEREAS, the parties now desire to amend the Agreement to extend the program for an additional year and to increase the total compensation to be paid for such additional year.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

1. That Section F, Maximum Contract Amount, of Article IV, COMPENSATION of the Agreement is hereby amended to read as follows:

"F. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor under this Agreement shall in no event exceed the sum of **Three Million Eight Hundred Seventy-Two Thousand Eight Hundred Ninety-Nine and No/100 Dollars (\$3,872,899.00)**. The parties agree that all Equipment and Services to be provided by the Contractor hereunder are not subject to any other cost, charge or fee in addition to those specified above and as set forth in *Exhibit B-1*, attached and incorporated by reference."

2. That Section G, Funding, of Article IV, COMPENSATION of the Agreement is hereby amended to read as follows:

"G. Funding: Notwithstanding any other term, condition or covenant of this Agreement, it is expressly understood and agreed that any obligation of the City under this Agreement, or any renewal or extension, for all or any part of any payment obligations set out herein, whether direct or contingent, shall extend only to payment of monies duly and lawfully appropriated for the purpose of this Agreement by the City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. The City represents that **Three Million Eight Hundred Seventy-Two Thousand Eight Hundred Ninety-Nine and No/100 Dollars (\$3,872,899.00)**, the City's maximum expressly stated payment obligation under this Agreement for the initial term, has been legally

appropriated and encumbered for the purpose of this Agreement by the City Council and paid into the Treasury of the City for expenditure under this Agreement. Such amount will not lapse if not expended by the end of the current City fiscal year, but will remain available for expenditure during the term of this Agreement, unless the Agreement is otherwise terminated. The Contractor acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves over and above the said amount of appropriated and encumbered funds for payments in this or future fiscal years, and (ii) this Agreement is not intended to create a multiple fiscal year direct or indirect debt or financial obligation of the City. The Contractor understands and agrees that the provision of any Services or Equipment by the Contractor which would cause the total amount payable to the Contractor to exceed the amount of previously appropriated and encumbered funds is strictly prohibited. In the event the continuation of services by the Contractor would cause the amount payable to the Contractor to exceed such amounts, the Contractor agrees to stop providing services until such time as additional funds sufficient to cover the services are appropriated and encumbered for purposes of this Agreement.”

3. That Section A, Term of Article VII, TERM AND TERMINATION of the Agreement is hereby amended to read in its entirety as follows:

“A. Term: The term of this Agreement shall commence on July 1, 2008, (the “Contract Effective Date”), and shall end June 30, 2011, subject to the unilateral option of the City to renew for additional one (1) year renewal terms through June 30, 2013. In no event shall the full term of this Agreement, including all authorized renewal terms, extend beyond five years from the Contract Effective Date. In the event that such appropriation for this Agreement is not made for a future fiscal year, the City will be deemed to have thereby failed to exercise its option to renew this Agreement for any additional years and the Agreement shall expire at the end of the current term.”

4. Except as herein amended, the Agreement, as previously executed, is affirmed and ratified in each and every particular.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the Contractor have executed, through their respective lawfully empowered representatives, this Second Amendatory Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By _____
John Hickenlooper, MAYOR

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

DAVID R. FINE, Attorney for the
City and County of Denver

By _____
Manager of Safety

By _____
Assistant City Attorney

By _____ 8/1/00
Police Chief

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control No. CE81107(2)

By _____
Auditor

"CITY"

ATTEST:

ACS STATE & LOCAL SOLUTIONS, INC.
Taxpayer (IRS) Identification
No. 13-1996647

By _____
Title Sr. Contracts Manager

By _____
Title Vice President

"CONTRACTOR"

EXHIBIT B-1
COMPENSATION SCHEDULE
CE81107-2
Effective July 1, 2010

Equipment Compensation:

For provision and on-going maintenance of four (4) vehicles \$17,130/month

For provision and on-going maintenance of five (5) vehicles \$22,995/month*

*Pricing is firm until September 30, 2010. If the City requests that ACS provide and maintain a fifth van after September 30, 2010, the price is subject to renegotiation.

Services Compensation:

Option 1: Operation of Program 5 days/week \$77,130/month

Option 2: Operation of Program 7 days/week \$88,730/month

RIDER INCREASING OR DECREASING PENALTY OF BOND

To be attached to and form part of Photo Traffic Management Program Agreement
Contract #CE81107
(Description of Bond)

Bond No. 58656306 issued on behalf of ACS STATE & LOCAL SOLUTIONS, INC.

as Principal in favor of CITY AND COUNTY OF DENVER

Obligee.

WESTERN SURETY COMPANY, (hereinafter called the Company) hereby Increasing
the penalty from Six Hundred Thirty Five Thousand One Hundred Sixty & 00/100 DOLLARS (\$ 635,160.00),
to Six Hundred Seventy Thousand Three Hundred Fifty and 00/100 DOLLARS (\$ 670,350.00),
subject to the covenants and conditions of said bond, except as herein stated.

This rider becomes effective on the 1st day of July, 2010, at
twelve and one minute o'clock AM standard time.

Signed and dated this 26th day of May, 2010.

ACS STATE & LOCAL SOLUTIONS, INC.
Principal

By [Signature]

ACCEPTED

WESTERN SURETY COMPANY

By [Signature]
Lisa Ward

Obligee

By _____

By _____



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa Ward, Wendy W Stuckey, Michael J Herrod, Margaret Buboltz, U Theresa Gardner, Nancy A Thomas, Roger Smiddy, Kathleen M Meeks, James Nicholas, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of September, 2008.



WESTERN SURETY COMPANY

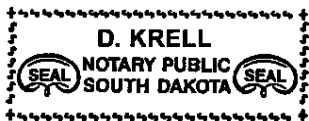
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of September, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of May, 2010.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CONTINUATION
CERTIFICATE

WESTERN SURETY COMPANY

, Surety upon

a certain Bond No. 58656306

dated effective 07/01/2008
(MONTH-DAY-YEAR)

on behalf of ACS STATE & LOCAL SOLUTIONS, INC.
1800 M Street, NW, Washington, DC, 20036
(PRINCIPAL)

and in favor of CITY AND COUNTY OF DENVER
201 West Colfax Avenue, Dept. 1207, Denver, CO, 80202
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 7/1/2010
(MONTH-DAY-YEAR)

and ending on 6/30/2011
(MONTH-DAY-YEAR)

Amount of bond \$ 670,350.00


Description of bond Photo Traffic Management Program Agreement
Contract #CE81107

Premium: \$ 3,352.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 5/26/2010
(MONTH-DAY-YEAR)

WESTERN SURETY COMPANY

By 
ATTORNEY-IN-FACT Lisa Ward