

AMENDATORY AGREEMENT

THIS 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 AND LOCAL SOLUTIONS, INC.**, whose address is 518 17th Street, Suite 400, Denver, CO 80202 (the "CONTRACTOR" or "ACS").

RECITALS:

WHEREAS, the City and the Contractor entered into an Agreement on December 31, 2009 for the implementation and operation of a Photo Red Light Program; and

WHEREAS, the parties desire to amend the Agreement to extend the program for an additional twelve months and provide for program compensation during the extended period of performance.

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 in its entirety 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 **FIVE HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$558,400.00)**. 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 A*. The parties further recognize that the installation and provision of Equipment and Services for additional intersections beyond the initial four (4) referenced above would require appropriation of additional funds and amendment of this Agreement."

2. That Section A, **Term** of Article VII **TERM AND TERMINATION** of the Agreement is hereby amended by deleting the existing language of Section A and replacing it with the following:

“A. **Term:** The term of this Agreement shall commence on January 1, 2010 (the “Effective Date”), and shall end December 31, 2011, subject to the unilateral option of the City to renew for additional one (1) year renewal terms through December 31, 2014. In no event shall the full term of this Agreement, including all authorized renewal terms, extend beyond five years from the Effective Date. The processing of any violations detected during the term of the Agreement that are still in progress shall continue until completion of processing such violations through first notice of violation, and all terms and conditions of this Agreement shall remain in force until such completion.”

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

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IN WITNESS WHEREOF, the City and the Contractor have executed, through their respective lawfully empowered representatives, this 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 _____
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 _____
Police Chief

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control No. CE01061-1

By _____
Auditor

"CITY"

ATTEST:

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

By _____
Title Director of Operations

By _____
Title VP PSS

"CONTRACTOR"