

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into 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, as amended by Amendatory Agreement dated January 12, 2011, 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 **SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00)**. 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, 2012, 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.A new section **CC.** of **Article X**, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**,” is added to the Agreement and reads as follows:

“**CC.ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

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

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Contract Control Number:

Vendor Name:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: CE01061

Vendor Name: ACS STATE & LOCAL SOLUTIONS

By: Mark J. Talbot

Name: MARK J. TALBOT
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By: Rebecca A. Finkelmann

Name: REBECCA A. FINKELMAN
(please print)

Title: EXECUTIVE ASST / NOTARY
(please print)

REBECCA A FINKELMAN
Notary Public-Maryland
Frederick County
My Commission Expires
June 30, 2014

